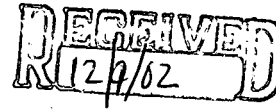


**MLI**

Meta-Lite, Inc.



93 Entin Road  
Clifton, NJ 07014

---

Tel: 973-779-8844  
Fax: 973-779-2150

December 5, 2002

Mr. Seth Ausubel  
Remedial Project Manager  
United States Environmental Protection Agency  
Region II  
Emergency and Remedial Response Division  
290 Broadway, 19th Floor  
New York, NY 10007-1866

Reference: Request for Information

1a. Meta-Lite, Inc.  
93 Entin Road  
Clifton, NJ 07014

1b. Corporation organized in New Jersey

1c. Eugene Coppola, President  
93 Entin Road  
Clifton, NJ 07014

1d. Not applicable

1e. Incorporated 9/13/78 in the State of New Jersey  
Eugene Coppola, Registered Agent  
93 Entin Road  
Clifton, NJ 07014

1f. Not applicable





Meta-Lite, Inc.

93 Entin Road  
Clifton, NJ 07014

---

Tel: 973-779-8844

Fax: 973-779-2150

continued:

2. Description of the site - 47,000 sq. ft 1 story masonry building known as 67 Route 17S, Hasbrouck Heights, NJ. Block 94, Lot 19.B2. Building was located behind other buildings which fronted on Route 17. Access to the building was by way of easement of ingress and egress. Lease commenced November 20, 1978 and ended October 31, 1986.
3. The company is a manufacturer of custom sheet metal products utilizing steel, stainless steel, aluminum and bronze. It serves commercial accounts and government agencies primarily in the transportation industry.
4. The company leased the building from November 20, 1978 to October 31, 1986.  
The building was originally owned by:  
    Becker-Kendall  
    5 Colt Street  
    Paterson, NJ 07505  
subsequently by:  
    69 Route 17 Ltd.  
    c/o NRK Management Corp.  
    1110 2nd Avenue  
    New York, NY 10022
5. At the time the company took possession it was by way of obtaining the assets of a manufacturer in the same line of business. There was a tenant in the building who became our tenant at the time of our taking possession. The tenant at that time was:

Forty Four Air Freight Systems - Current address unknown



Meta-Lite, Inc.

93 Entin Road  
Clifton, NJ 07014

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Tel: 973-779-8844  
Fax: 973-779-2150

continued:

Additional tenants during our time at the building were:

Acme & Dorf Metal Door Corporation  
Last known address:  
Commercial Door  
241 North Tenth Street  
Prospect Park, NJ 07508

Fulfillment Service Incorporated - 914-258-6010  
Pulaski Highway - RD2  
Goshen, NY 10924

6a. The company is a manufacturer of custom sheet metal products utilizing steel, stainless steel, aluminum and bronze. It serves commercial accounts and government agencies primarily in the transportation industry

6b. The company manufactured metal enclosures, metal cabinets, mail chutes, mail boxes, railings and light fixtures.

6c. There were no research and development activities.

6d. November 1978 to October 1986.

7. The company ceased operations at the site on October 31, 1986 when it relocated.

8. Yes. Hazardous wastes are stored in 55 gallon drums and removed for treatment and disposal by a licensed processor.



Meta-Lite, Inc.

93 Entin Road  
Clifton, NJ 07014

Tel: 973-779-8844

Fax: 973-779-2150

continued:

9. Permits granted:

NJ DEP - Certificate 065615 - Operation of spray booth stack

NJ DEP - Certificate 065616 - Operation of phosphate tanks stack

NJ DEP - Certificate 084990 - Operation of spray booth tank

10. List of hazardous substances

Toluene	Propane
Phosphoric Acid	Sodium Hydroxide
Acetylene	Oxygen in tanks
Helium in tanks	Carbon Dioxide in tanks
Argon in tanks	Fire Extinguishers
Lacquer Thinners	Paints

11. Stored in 55 gallon drums, 5 gallon and 1 gallon containers inside the building and also in a storage shed outside of the building.

12. Hazardous wastes were accumulated in 55 gallon drums and taken off site for disposal. The transporter was as follows:

S & W Waste, Inc.  
115 Jacobus Avenue  
South Kearny, NJ 07032

13. Eugene Coppola, President  
93 Entin Road  
Clifton, NJ 07014

14. None

15. None



Meta-Lite, Inc.

93 Entin Road  
Clifton, NJ 07014

---

Tel: 973-779-8844

Fax: 973-779-2150

continued:

16. See page 5

17. None

18. Not applicable

19. Not applicable.

20. None

21. See attached.

cc: Clay Monroe  
Asst. Regional Counsel

# Request for Information Regarding Chemical Releases to the Berry's Creek Study Area

\* \* \*

**Instructions:** As instructed in Question 16, please complete this form by marking the appropriate spaces. Indicate whether each of the chemicals listed has ever been released from the Site to the Berry's Creek Study Area, including creeks, ditches, or other water bodies, or wetlands. Follow additional instructions below. Return the completed form along with your other responses to the Request for Information in the Matter of the Berry's Creek Study Area, Bergen County, New Jersey. N/A signifies no information available.

	Yes	No	N/A
acenaphthene		X	
acenaphthylene		X	
anthracene		X	
aluminum		X	
antimony		X	
arsenic		X	
benz(a)anthracene		X	
benzene		X	
benzo(a)pyrene		X	
benzo(b)fluoranthene		X	
benzo(g,h,i)perylene		X	
benzo(k)fluoranthene		X	
bis(2-ethylhexyl)phthalate		X	
butyl benzyl phthalate		X	
cadmium		X	
chlorinated dibenzo-p-dioxins (if "yes", please list specific dioxin compounds on a separate sheet)		X	
chlorinated dibenzofurans (if "yes", please list specific compounds on a separate sheet)		X	
chlorobenzene		X	
chloroform		X	
chromium		X	
chrysene		X	
copper		X	
cyanide		X	
dibenz(a,h)anthracene		X	
dichlorobenzene		X	
1,2-dichloroethene		X	
di-n-butyl phthalate		X	
1,2-dichlorobenzene		X	
1,2-dichloroethane		X	
dieldrin		X	
di-n-octyl phthalate		X	
ethylbenzene		X	
fluoranthene		X	

	Yes	No	N/A
fluorene		X	
hexachlorobenzene		X	
indeno(1,2,3-cd)pyrene		X	
lead		X	
manganese		X	
mercury		X	
methylene chloride		X	
methyl ethyl ketone		X	
methyl mercury		X	
2-methylnaphthalene		X	
naphthalene		X	
nickel		X	
pentachlorophenol		X	
petroleum hydrocarbons		X	
phenanthrene		X	
phenol		X	
polychlorinated biphenyls (if "yes" please list specific congeners and aroclors on a separate sheet)		X	
polycyclic aromatic hydrocarbons (if "yes", please list specific compounds on a separate sheet, if not listed on this page)		X	
pyrene		X	
selenium		X	
silver		X	
1,1,2,2-tetrachloroethane		X	
tetrachloroethylene		X	
thallium		X	
toluene		X	
1,2-trans dichloroethylene		X	
1,1,1-trichloroethane		X	
trichloroethylene		X	
vinyl chloride		X	
xylene		X	
zinc		X	

EUGENE COPPOLA

Name of person completing form

META-LITE, INC.

Company

69 ROUTE 17

HASBROUCK HGB, NJ

Site (as defined in the "Instructions")

CERTIFICATION OF ANSWERS TO REQUEST FOR INFORMATION

State of NEW JERSEY  
County of BERGEN:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document (response to EPA Request for Information) and all documents submitted herewith, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete, and that all documents submitted herewith are complete and authentic unless otherwise indicated. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment. I am also aware that my company is under a continuing obligation to supplement its response to EPA's Request for Information if any additional information relevant to the matters addressed in EPA's Request for Information or the company's response thereto should become known or available to the company.


EUGENE COPPOLA  
NAME (print or type)

PRESIDENT  
TITLE (print or type)

  
SIGNATURE

Sworn to before me this

5 day of DEC, 2002

  
Notary Public

PATRICIA E. HAMER  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Sept. 4, 2006

## COPY

ASSIGNMENT OF SUB-LEASE

WHEREAS, a certain lease was made in November, 1978 by and between BECKER-KENDALL COMPANY, as Landlord, and META-LITE, INC., as Tenant, for premises located at 67 Route 17, Hasbrouck Heights, New Jersey, a copy of which is annexed hereto and made part hereof; and

WHEREAS, a Rider to said Lease was executed on November 20, 1978, a copy of which Rider is also annexed hereto and made part hereof; and

WHEREAS, META-LITE, INC., as Tenant, executed a sub-lease as sub-lessor with ACME & DORF METAL DOOR CORP. OF N. J., as sub-lessee for a portion of said premises on March 12, 1979, as evidenced by the attached copy of said sub-lease; and

WHEREAS, on the same date the parties executed an Addendum to said sub-lease for the same premises by and between META-LITE, INC., as sub-lessor, and ACME & DORF METAL DOOR CORP. OF N. J. as sub-lessee; and

WHEREAS, ACME & DORF METAL DOOR CORP. OF N. J. is desirous of executing a second sub-lease for the premises sub-leased by it from Meta-Lite;

NOW THEREFORE, in consideration of the covenants herein contained by and between the parties, it is agreed as follows:

1. The preamble clauses set forth hereinabove are incorporated herein, and the exhibits referred to herein are also incorporated as part hereof.

2. Acme & Dorf Metal Door Corp. of N. J. hereby sub-leases the portion of the premises to which it has a right pursuant to the hereinabove identified sublease and addendum to FULFILLMENT SERVICE INCORPORATED (FSI), a New Jersey corporation,



P. O. Box 599, Ridgefield, New Jersey 07657, for purposes of warehousing commencing June 1, 1981 to the end of the term, together with all its right in and to the options contained in the aforementioned sublease, and FSI hereby agrees to be bound and obligated by all the terms contained in the aforementioned documents as a sub-lessee, and agrees to indemnify Acme & Dorf as to any and all obligations for which it is responsible pursuant to the aforementioned instruments by virtue of this agreement.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and the corporate seals to be hereto affixed this 28 day of MAY 1981.

ATTEST:

ACME & DORF METAL DOOR CORP. OF N. J.

Louis Dorf by [Signature]

FULFILLMENT SERVICE INCORPORATED

James P. Downes by [Signature]

Consent is hereby given to the above agreement, same constituting a sublease pursuant to all of the provisions of the master lease, rider thereto, together with the sub-lease to Acme & Dorf Metal Door Corp. of N. J. and Addendum thereto.

Additionally, consent is hereby given to Fulfillment Service Incorporated to use the bathroom facilities located on the premises, ~~but not within the portion demised hereinabove.~~

META-LITE, INC.

by [Signature]

1. Acme & Dorf Metal Door Corporation will continue to remain obligated under the terms of the Sub-lease agreement and the Addendum thereto.
2. Heat and Electricity will be maintained at the present levels only.
3. Bathroom privileges are granted on the basis of approximately 4-5 people equally divided as to male and female and that F.S.I. agrees to compensate Meta-Lite for clean-up and maintenance of bathrooms. Also, F.S.I. in the future will construct their own bathroom facilities.
4. The Acme-Dorf sign will be replaced in the front of the building with a sign smaller than the existing Meta-Lite sign and placed below it. Meta-Lite suggests that an additional sign or some indication of F.S.I.'s location be placed on the extreme left side of the building.
5. It is the knowledge of Meta-Lite that the facility is to be used as a book warehousing operation. The facility will be used only for warehousing and not manufacturing or other type of usage.

ATTEST:

*Louis Dorf*  
*Thomas P. Downes*  
\_\_\_\_\_

ACME & DORF METAL DOOR CORP. OF N.J.

BY *[Signature]*

FULFILLMENT SERVICE INCORPORATED

BY *Charn Z*

META-LITE, INC.

BY *[Signature]*

COPY

QUESTION #4

SUBLEASE

AGREEMENT made this 31<sup>st</sup> day of May, 1978, by and between NU-METAL PRODUCTS, INC. and MARTIN KATZ CORPORATION, having its principal place of business at 69 Route 17, Hasbrouck Heights, New Jersey, hereinafter referred to as "Sublessor" and 44 AIR FREIGHT SYSTEMS, INC., a New Jersey Corporation, having its principal place of business at 69 Route 17, Hasbrouck Heights, New Jersey, hereinafter referred to as "Sublessee"

RECITALS

Sublessor is the lessee of certain premises located at 69 Route 17, Hasbrouck Heights, New Jersey (the "Premises"), pursuant to a lease dated December 29, 1976, between Becker-Kendall Co., as Landlord, and Nu-Metal Products and Martin Katz Corporation, as Tenant, and two Riders to the aforementioned Lease, each being dated December 29, 1976. (A copy of the Lease, First Rider and Second Rider, hereinafter referred to as the "Overlease," are attached hereto and designated as Exhibit "A")

AGREEMENT

In consideration of the mutual covenants herein contained, Sublessor and Sublessee covenant, agree and understand as follows:

1. Sublessor hereby subleases to the Sublessee, all of its right, title and interest as Tenant in and to that portion of the property leased under the aforementioned Overlease, described as 69 Route 17, Hasbrouck Heights, New Jersey, to the extent shown on the diagram annexed hereto and made a part hereof, and Sublessor represents that said premises contain 12,028 square feet of warehouse and office space of which approximately 1,200 square feet is office space.
2. The term of the Sublease shall be for a period of five (5) years commencing on the 15<sup>th</sup> day of June, 1978, and ending on the 14<sup>th</sup> day of ~~May~~ <sup>JUNE</sup>, 1983. Sublessee at the expiration of the said five (5) year period shall have the option of renewing the sublease for the remaining term of the Overlease.

Sublessee shall give Sublessor three (3) months written notice prior to the expiration of the initial five (5) year term of its intention to renew said Sublease for the remaining term of the Overlease.

3A. Commencing from the effective date of this lease to ~~May 31~~, <sup>JUNE 14</sup> 1980, Sublessee agrees to pay Sublessor a base annual rent of \$30,070.80, which Sublessee agrees to pay in equal monthly installments of \$2,505.90 ✓ per month in advance on the 1st day of each month during said term, at the office of Sublessor or such other place as Sublessor may designate, without any set off or deduction whatsoever.

<sup>15</sup> B. Commencing June ~~1~~, 1980 to ~~May 31~~, 1983, Sublessee agrees to pay Sublessor an annual rental of \$33,077.81 which Sublessee agrees to pay in equal monthly installments of \$2,756.48 per month on the 1st day of each month during said term, at the office of Sublessor or such other place as Sublessor may designate without any set off or deduction whatsoever.

C. In the event that Sublessee elects to exercise its option to renew for the balance of the term remaining in the Overlease, Sublessee agrees to pay an increase in rent as follows:

<sup>15</sup> The base annual rental (\$2,756.48 per month) shall be adjusted on June ~~1~~, 1983, in the event Sublessee elects to exercise its option to renew the Sublease for the remainder of the term of the Overlease. Said adjustment is being made to reflect any increase in the cost of living indicated in the Consumer Price Index for the New York - Northeastern New Jersey-Metropolitan area as determined by the United States Department of Labor, Bureau of Labor Statistics. The amount of the adjusted rental for each subsequent one (1) year period thereafter shall be increased by an amount calculated by multiplying the base annual rent (\$2,756.48) times a fraction, the numerator of which shall be the index figure as of March of the year in which the adjustment is made and the denominator is the index as of March 1 of the year preceding the adjustment. The amount so obtained shall be added to and become part of the base annual rent and shall be payable in equal monthly

Sublessee acknowledges that Sublessee shall not be responsible for the payment of taxes or assessments on the demised premises, except that

installments on the first day of each month in advance commencing in June in said annual adjustment year. *BM* *JK*

D. <sup>IN</sup> If any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the premises herein leased are a part, shall be greater than the municipal taxes assessed against said lands and improvements for the calendar year 1978, which is hereby designated as the base year, then in addition to the rent herein fixed, the Tenant agrees to pay a sum equal to 25.6 percent of the amount by which said tax exceeds the annual tax for the base year, inclusive of any increase during any such calendar year. The said sum shall be considered as additional rent and shall be paid in as many equal installments as there are months remaining in the calendar year in which said taxes exceed the taxes for the base year, on the first day of each month in advance, during the remaining months of that year. If the term hereof shall commence after the first day of January or shall terminate prior to the last day of December in any year, then such additional rent resulting from a tax increase shall be proportionately adjusted for a fraction of the calendar year involved.

4. A copy of the said Overlease is annexed hereto and made a part hereof and has been initialled by the Sublessee who acknowledges that he is entering into this Sublease with full knowledge of all of the terms of the Overlease including those provisions regarding termination and cancellation, and takes subject thereto.

A. The Sublessee covenants and agrees that he will at all times abide by all of the terms and conditions therein relating to the hereinabove demised premises and which are not inconsistent with the provisions of this Agreement except those relating to the payment of rent, real estate taxes, assessments, electricity, heat and insurance.

B. Unless otherwise provided in this Agreement, if Sublessee shall default in the payment of any rent upon the date when the same shall be due and payable, and such default shall continue for fifteen (15) days, Sublessor may terminate this agreement five (5) business days after written notice is served on Sublessee, provided however, that default has not been cured in the interim, and if not, then the term hereby demised shall thereupon cease and expire in the same manner and to the same effect as if that were the expiration of the original term.

If Sublessee shall default in the performance of any of the terms, conditions or covenants of this Sublease or the Overlease to be performed by the said Sublessee, other than the covenant for the payment of rent, and said default shall continue for a period of fifteen (15) days after service of a written notice of said default by Sublessor on the Sublessee, or if the default is such that it cannot reasonably be cured within said fifteen (15) day period and Sublessee shall fail to commence curing said default within the said fifteen (15) day period and thereafter diligently <sup>proceed</sup> ~~proved~~ to cure said default completely, then Sublessor may serve upon Sublessee a written notice that Sublessor elects to terminate this Sublease upon a specified date not less than ten (10) days after service of such notice, <sup>if not, then</sup> ~~provided~~ however, the default has not been cured in the interim, and this Sublease shall thereupon cease and expire on said specified date in the same manner and to the same effect as if that were the expiration of the original term.

C. The said Sublessee further agrees that Sublessor shall not be liable because of any act or default of the Lessor of the said Overlease, which results in the loss by Sublessee herein of any rights or benefits hereunder, because of any act or thing other than the act of Sublessor, and in such event, the Sublessee will not claim or demand any damages or loss against Sublessor. The Sublessee hereby releases and discharges Sublessor

of all liability and obligation which may arise by reason of any act of a third person, or Lessor of the said Overlease, by which the rights of the Sublessee hereunder may be invaded or lost, provided Sublessor assigns all rights it may have against any third persons or Lessor for any such act or default of said third person or Lessor, as it affects the demised premises.

5A. Sublessor agrees to construct at their own cost and expense a floor to ceiling drywall separating the tenants' space. Said construction is to be completed by June 15, 1978. Sublessee shall be permitted to construct at its own expense, office space over one half of the existing office space of Sublessor, and can build on the same level *as shown in the attached diagram.*

B. Sublessee shall make no other alterations, changes, additions or improvements in the demised premises, install no pipes, wires or other fixtures, without the prior written consent of Sublessor, which shall not be unreasonably withheld. All alterations, changes, additions, improvements or installations, which may be made in or to said demised premises, if any, shall be made at the expense of the Sublessor and under the supervision of Sublessor and shall be and become the property of Sublessor, and at the end of the term of this Sublease, Sublessor may direct the removal of the same by the Sublessee on Twenty (20) days written notice, in which event the Sublessee shall at its own expense remove the same and restore the demised premises to their former condition.

Any alterations, changes, additions, improvements or installments which shall have been made during the term of this Sublease or later Subleases with the Sublessee or any of the Sublessee's successors in interest shall be maintained by the Sublessee, and the Sublessee shall, if directed by Sublessor, restore the demised premises to the condition they were in immediately prior to the commencement of the term or the earliest of any such preceding leases, reasonable wear and tear excepted.

6. Sublessee shall use and occupy the demised premises for the business of Freight Distribution and warehousing in connection therewith and for no other purposes.

7. As security for the due performance of its obligations hereunder, Sublessee has deposited with Sublessor the sum of \$2,500.00.

8. Sublessor agrees to supply Sublessee with electricity and heat at Sublessors cost and expense excepting that in the event that Sublessee installs any machinery or equipment which would cause or create a substantial increase in electrical use, Sublessee shall be responsible for the cost of said increased use.

9. Sublessee shall allow Sublessor or its Lessor free access at all reasonable times to the demised premises for the purpose of inspecting or of making repairs, additions or alterations to the premises or any property owned by or under the control of the Sublessor or its Lessor.

10. Sublessee will permit no waste, damage or injury to the demised premises, ordinary wear and tear excepted.

11. Neither Sublessor nor Sublessee shall do anything or omit to do anything which will subject the Overlease to termination by the Landlord as a result of the provisions of the Overlease or this Sublease. Except for rent, real estate taxes, assessments, electrical, heat and insurance which will be paid directly to the Lessor by the Sublessor, Sublessee agrees to perform all obligations of the Tenant arising under the Overlease during the term of the Sublease. Sublessee shall hold Sublessor harmless and indemnified against all claims of Landlord under the Overlease and/or any claim for injury to persons, including death, and for property damage, arising out of the occupancy and use of the demised premises, directly or indirectly caused by or resulting from the negligence or other fault of the Sublessee.

12. All equipment, merchandise and property of any kind which may be on the demised premises during the occupancy of the demised premises by Sublessee shall be at the sole risk and hazard of Sublessee, and no loss



whatsoever to said equipment, merchandise or property shall be borne by or charged to Sublessor unless caused by or resulting from the negligence or other fault of Sublessor.

13. This Sublease shall be in all respects subject to the Overlease and if the Overlease shall terminate during the term hereof for any reason not the fault of Sublessor, this Sublease shall terminate upon such termination or expiration with the same force and effect as if such termination date or expiration date had been named herein as the date of expiration hereof; and if any provisions of the Sublease shall be in violation with the provisions of the Overlease, the provisions of the Overlease shall be deemed to limit the provisions hereof. Sublessor shall have all the rights and remedies of Landlord provided for in the Overlease, together with such other rights and remedies to which it may be entitled.

14. This Sublease is subject to and conditioned upon Sublessor obtaining the Lessor's (owner's) written consent to this Sublease Agreement. In the event that said consent cannot be obtained, this Sublease shall be null and void without liability as to either party, excepting only that the Sublessor shall return to Sublessee the \$2,500.00 security deposit heretofore paid.

15. The waiving of any of the covenants of this Sublease by either party shall be limited to the particular instance and shall not be deemed to waive any <sup>other</sup> ~~for~~ breaches of such covenants.

16. If any legal action is insituted to enforce the Sublease or any part thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

17. Sublessee, for the benefit of Sublessor shall furnish and maintain personal injury and property damage and liability insurance indemnifying Sublessor against claims for bodily injuries, death and property damage occuring on, in or about the demised premises and on, in or about adjoining streets, sidewalks, passages, with limits of at least \$500,000.00 with

respect to bodily injury or death to any one person of at least \$1,000,000.00 with respect to any one accident and at least \$500,000.00 property damage,

18. The Sublease contains the entire understanding of the parties. No additions, changes or modifications hereof and no waiver of any rights hereunder shall be binding unless reduced to writing and signed by the parties hereto.

19. Sublessor acknowledges that it will pay any brokerage commission resulting from the rental of the demised premises.

~~20. This Sublease is subject to approval by the Sublessee's attorney within ten (10) days from the date hereof.~~

*BA* 20. The Sublessee shall not assign, mortgage or underlet or otherwise encumber this Sublease without the prior written consent of the Sublessor. The Sublessor agrees that it will not unreasonably withhold such consent. In the event of a prior written consent of the Sublessor to an assignment, underletting or other encumbrance on the Sublessee's interest therein, each such assignment, underlease or encumbrance shall contain an express provision whereby the assignee, mortgagee, or underlessee or other person or firm or corporation acquiring an interest in the said Sublease will attorn to the Sublessor hereunder in the event of a termination of this Sublease. No assignment, underletting or encumbrance of the whole or any part of the Sublessee's interest herein shall, in any way, affect or reduce any of the obligations of the Sublessee under this Sublease and the Sublessee shall nevertheless remain directly and primarily liable on all of said obligations. If this Sublease be assigned, or if the demised premises or any part thereof be sublet or occupied by anybody other than the Sublessee, the Sublessor may, after default by the Sublessee, collect rent from the assignee, subtenant or occupant, and apply the net amount collected to the rent reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of the Sublessee from the further performance by the Sublessee of the terms, covenants and conditions of this

Sublease on the part of the Sublessee to be performed. Any violation of any provision of this Sublease, whether by act or omission, by any assignee, subtenant or similar occupant, shall be deemed a violation of such provision by the Sublessee, it being the intention and meaning of the parties hereto that the Sublessee shall assume and be liable to the Sublessor for any and all acts and omissions of any and all assignees, subtenants and similar occupants. The consent by the Sublessor to any assignment, encumbrance or subletting shall not be construed in any way to relieve the Sublessee from obtaining the express consent in writing of the Sublessor to any further assignment, encumbrance or subletting.

WITNESS :

Harold Bayne

44 AIR FREIGHT SYSTEMS, INC.

BY: Ben F. Granette  
PRES.

WITNESS :

Harold Bayne

MARTIN KATZ CORPORATION

BY: Keith Stern  
PRES.

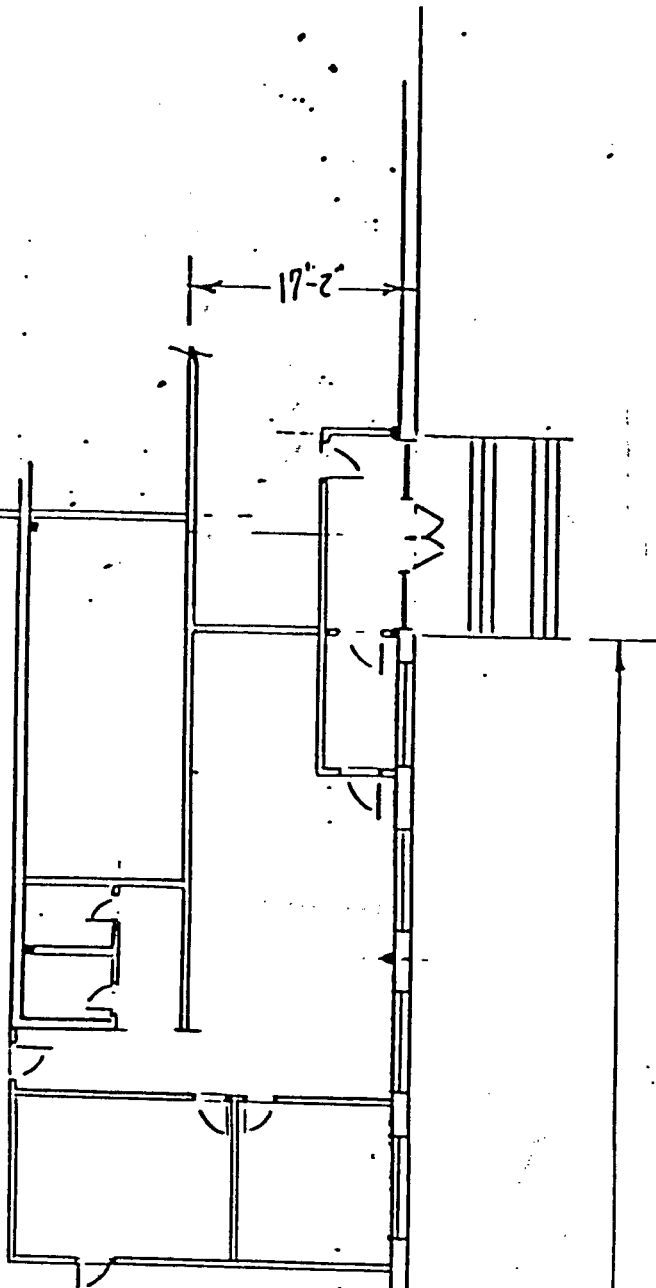
WITNESS :

Harold Bayne

NU-METAL PRODUCTS, INC.

BY: J. J. [Signature]  
PRES.

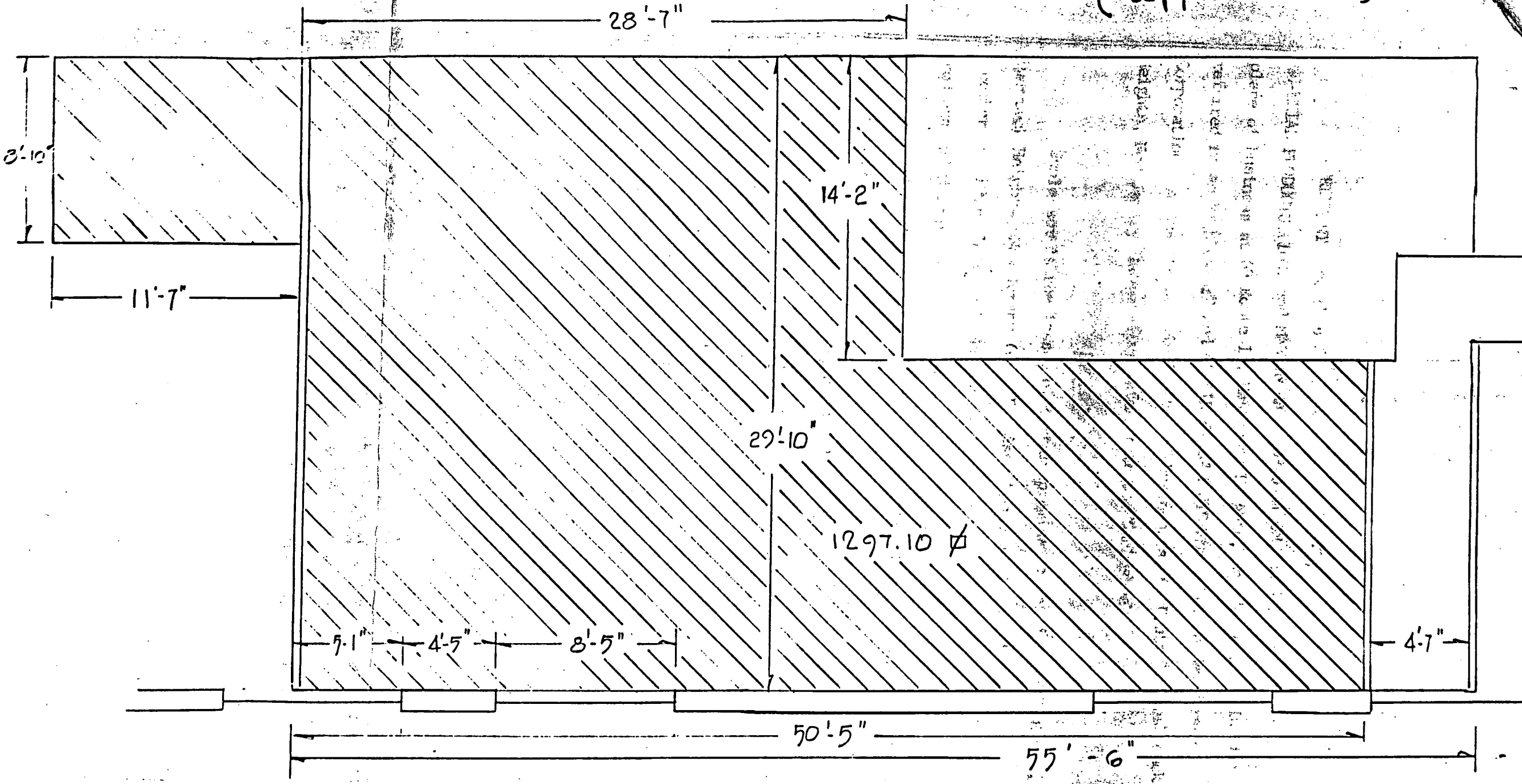
A SECOND LOOK, INC.  
69 ROUTE 17  
HASBROUCK HEIGHTS, NJ 07604



TOTAL SQUARE FOOTAGE  
12028.295

\$ 2,505.90 per month  
25.6% of building

(upper level)



## COPY

SUBLEASE

AGREEMENT made this ~~12<sup>th</sup>~~ <sup>MARCH</sup> day of ~~February~~, 1979, by and between META-LITE, INC., having its principal place of business at 69 Route 17, Hasbrouck Heights, New Jersey, hereinafter referred to as "Sublessor" - and - ACME & DORF METAL DOOR CORP. OF N. J., a New Jersey corporation, having its principal place of business at 69 Route 17, Hasbrouck Heights, New Jersey, hereinafter referred to as "Sublessee."

RECITALS

Sublessor is the lessee of certain premises located at 69 Route 17, Hasbrouck Heights, New Jersey (the "Premises"), pursuant to a lease dated November 1, 1978 between Becker-Kendall Co., as Landlord and Meta-Lite, Inc., as Tenant, and a Rider to the aforementioned Lease, being dated November 1978. (A copy of the Lease, and Rider, hereinafter referred to as the "Overlease", are attached hereto and designated as Exhibit "A")

AGREEMENT

In consideration of the mutual covenants herein contained, Sublessor and Sublessee covenants, agree and understand as follows:

1. Sublessor hereby subleases to the Sublessee all of its right, title and interest as Tenant in and to that portion of the property leased under the aforementioned Overlease, described as 69 Route 17, Hasbrouck Heights, New Jersey, to the extent shown on the diagram annexed hereto and made a part hereof, and Sublessor represents that said premises contained 8,107 square feet of warehouse and office space, of which approximately 1,000 square feet is office space. Also subleased is reasonable right of ingress and egress, together with parking required by sublessee.

2.15  
2. The term of the Sublease shall be for a period of five (5) years commencing on the 1st day of March 1979, and ending on the 29th day of February 1984. Sublessee at the expiration of the said five (5) year period shall have the option of renewing the sublease for the remaining term of the Overlease. Sublessee shall give Sublessor three (3) months written notice prior to the expiration of the initial five (5) year term of its intention to renew said Sublease for the remaining term of the Overlease.

3(a) Commencing from the effective date of this lease to February 29th, 1984, Sublessee agrees to pay Sublessor a base annual cost of \$22,294.20 (comprised of \$2.25 per square foot for rent, \$0.31 per square foot for taxes and \$0.19 per square foot for utilities) which Sublessee agrees to pay in equal monthly installments of \$1,857.85 per month in advance on the 1st day of each month during said term, at the office of Sublessor or such other place of Sublessor may designate.

3(b) In the event that Sublessee elects to exercise its option to renew for the balance of the term remaining in the Overlease, Sublessee agrees to pay an increase in rent as follows: The base annual cost shall be \$24,321.00 for the balance of the term remaining in the Overlease (\$2,026.75 per month).

4. Notwithstanding the Overlease, the parties hereto agree that the within Sublease is a gross lease whereby the Sublessor shall be responsible for any and all maintenance, repairs and/or replacements, together with payment of taxes and all other expenses including all utilities except those specifically set forth herein, the payment for which shall be the responsibility of the Sublessee.

A. Unless otherwise provided in this Agreement, if Sublessee shall default in the payment of any rent upon the date when the same shall be due and payable, and such default shall continue for fifteen (15) days, Sublessor may terminate this agreement five (5) business days after written notice is served on Sublessee, provided however, that default has not been cured in the interim, and if not, then the term hereby demised shall thereupon cease and expire in the same manner and to the same effect as if that were the expiration of the original term.

If the Sublessee shall default in the performance of any of the terms, conditions or covenants of this Sublease to be performed by the said Sublessee, other than the covenant for the payment of rent, and said default shall continue for a period of fifteen (15) days after service of a written notice of said default by Sublessor on the Sublease, or if the default is such that it cannot reasonably be cured within said fifteen (15) day period and Sublessee shall fail to commence curing said default within the said fifteen (15) day period and thereafter diligently proceed to cure said default completely, then Sublessor may serve upon Sublessee a written notice that Sublessor elects to terminate this Sublease upon a specified date not less than ten (10) days after service of such notice, provided however, the default has not been cured in the interim, and if not, then this Sublease shall thereupon cease and expire on said specified date in the same manner and to the same effect as if that were the expiration of the original term.

B. The said Sublessee further agrees that Sublessor shall not be liable because of any act or default of the Lessor of the said Overlease, which results in the loss by Sublessee



herein of any rights or benefits hereunder, because of any act or things other than the act of Sublessor, and in such event, the Sublessee will not claim or demand any damages or loss against Sublessor. The Sublessee hereby releases and discharges Sublessor of all liability and obligation which may arise by reason of any act of a third person, or Lessor of the said Overlease, by which the rights of the Sublessee hereunder may be invaded or lost, provided Sublessor assigns all rights it may have against any third persons or Lessor for any such act or default of said third person or Lessor, as it affects the demised premises.

5(A) Sublessor agrees to those alterations listed on the amendment dated January 31, 1979, and designated as "Exhibit B", all of which alterations shall be accomplished by utilizing quality material and performing same in a good and workmanlike manner.

(B) Sublessee shall make no other alterations, changes, additions or improvements in the demised premises, install no pipes, wire or other fixtures, without the prior written consent of Sublessor, which shall not be unreasonably withheld. All alterations, changes, additions, improvements or installations which may be made in or to said demised premises, if any, shall be made at the expense of the Sublessor and under the supervision of Sublessor and shall be and become the property of Sublessor. Any alterations, changes, additions or improvements made by Sublessee at its own expense may be removed by Sublessee at its option at the end of the term, providing it restores the demised premises to their former condition. Any alterations, changes, additions, improvements or installments which shall have been made during the term of this Sublease or later Subleases with the Sublessee or any of the Sublessee's successors

in interest shall be maintained by the Sublessee.

6. Sublessee shall use and occupy the demised premises for the business of metal door distribution and warehousing in connection therewith, and for any other lawful purpose.

7. As security for the due performance of its obligations hereunder, Sublessee has deposited with Sublessor the sum of \$3,715.70.

8. Sublessor agrees to supply Sublessee with electricity and heat at Sublessor's cost and expense, excepting that in the event that Sublessee installs any machinery or equipment which would cause or create a substantial increase in electrical use, Sublessee shall be responsible for the cost of said increased use.

9. Sublessee shall allow Sublessor or its Lessor free access at all reasonable times to the demised premises for the purpose of inspecting or of making repairs, additions or alterations to the premises or any property owned by or under the control of the Sublessor or its Lessor.

10. Sublessee will permit no waste, damage or injury to the demised premises, ordinary wear and tear excepted.

11. Neither Sublessor nor Sublessee shall do anything or omit to do anything which will subject the Overlease to termination by the Landlord as a result of the provisions of the Overlease or this Sublease. Sublessee shall hold Sublessor harmless and indemnified against all claims of Landlord under the Overlease and/or any claim for injury to persons, including death, and for property damage, arising out of the occupancy and use of the demised premises, directly or indirectly caused by or resulting from the negligence or other fault of the Sublessee.

12. All equipment, merchandise and property of any kind which may be on the demised premises during the occupancy of the demised premises by Sublessee shall be at the sole risk and hazard of Sublessee, and no loss whatsoever to said equipment, merchandise or property shall be borne by or charged to Sublessor unless caused by or resulting from the negligence or other fault of Sublessor, its agents, servants or employees.

13. Notwithstanding anything contained in this Sublease or the Overlease, the Sublessee herein shall have the right to quiet enjoyment.

14. The waiving of any of the covenants of this Sublease by either party shall be limited to the particular instance and shall not be deemed to waive any other breaches of such covenants.

15. If any legal action is instituted to enforce the Sublease or any part thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

16. Sublessee, for the benefit of Sublessor, shall furnish and maintain personal injury and property damage and liability insurance indemnifying Sublessor against claims for bodily injuries, death and property damage occurring on, in or about the demised premises and on, in or about adjoining streets, sidewalks, passages, with limits of at least \$500,000.00 with respect to bodily injury or death to any one person; of at least \$1,000,000.00 with respect to any one accident and at least \$100,000.00 property damage.

17. The Sublease contains the entire understanding of

the parties. No additions, changes or modifications hereof and no waiver of any rights hereunder shall be binding unless reduced to writing and signed by the parties hereto.

18. Sublessor acknowledges that it will pay any brokerage commission resulting from the rental of the demised premises.

19. The Sublessee shall not assign, mortgage or underlet or otherwise encumber this Sublease without the prior written consent of the Sublessor. The Sublessor agrees that it will not unreasonably withhold such consent. In the event of a prior written consent of the Sublessor to an assignment, underletting or other encumbrance on the Sublessee's interest therein, each such assignment, underlease or encumbrance shall contain an express provision whereby the assignee, mortgagee, or underlessee or other person or firm or corporation acquiring an interest in the said Sublease will attorn to the Sublessor hereunder in the event of a termination of this Sublease. No assignment, underletting or encumbrance of the whole or any part of the Sublessee's interest herein shall, in any way, affect or reduce any of the obligations of the Sublessee under this Sublease and the Sublessee shall nevertheless remain directly and primarily liable on all of said obligations. If this Sublease be assigned, or if the demised premises or any part thereof be sublet or occupied by anybody other than the Sublessee, the Sublessor may, after default by the Sublessee, collect rent from the assignee, subtenant of occupant, and apply the net amount collected to the rent reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, subtenant or occupant as tenant, or a release of the Sublessee from the further performance by the Sublessee of the terms, cov-

enants and conditions of this Sublease on the part of the Sublessee to be performed. Any violation of any provision of this Sublease, whether by act or omission, by any assignee, subtenant or similar occupant, shall be deemed a violation of such provision by the Sublessee, it being the intention and meaning of the parties hereto that the Sublessee shall assume and be liable to the Sublessor for any and all acts and omissions of any and all assignees, subtenants and similar occupants. The consent by the Sublessor to any assignment, encumbrance or subletting shall not be construed in any way to relieve the Sublessee from obtaining the express consent in writing of the Sublessor to any further assignment, encumbrance or subletting.

20. Sublessor shall notify Sublessee herein as to any notice it receives from, or sends to, the Landlord which may affect the Sublessee in its use or enjoyment of the within described premises. This notice shall be properly given to the Sublessee.

21. Notwithstanding anything to the contrary herein expressed, Sublessee herein shall have the right to erect or place a sign upon the exterior of the demised premises of the same type and size as the Sublessor's.

22. Rent shall abate in direct proportion to usability of space in the event of a casualty until necessary repairs have been completed.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and their corporate seals to be affixed hereto the day and year first above written.

ATTEST:

ATTEST:

META-LITE, INC.

by

ACME & DORF METAL DOOR CORP. OF N. J.

132'0

Double wood  
Doors 8' x 8' opening

8107.44

61.42'

12' x 12' Drive-in Door

Door Supplied by Aeme  
Installed by Meta-Lite

Door  
By Aeme

4'

Hallway To B.R.

44 Air Freight

meta-Lite Inc.

AMENDMENT TO LEASE BETWEEN META-LITE and ACME & DORF

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- 1) Access parking on south side of building.
- 2) Sign on building at same location as Meta-Lite.
- 3) Heat and electric to office area.
- 4) Sink to office area.
- 5) Loading door and break through by Meta-Lite.
- 6) Five year lease with three year option.
- 7) Acme to supply personnel door but installed by Meta-Lite.
- 8) Pair of doors in rear adjoining Acme to Meta-Lite supplied by Meta-Lite.
- 9) Single door leading to office to toilets, which will be used by Acme, shall be supplied by Acme.
- 10) Dividing wall of sheet rock to ceiling.
- 11) South side of building at loading area to be made passable by trucks.
- 12) Above work to be completed by March 26, 1979; rent to abate for days subsequent to March 26, 1979 during which work not completed.
- 13) Sublessor to be responsible for snow and ice removal.
- 14) Until above alterations are completed, Sublessee shall have the use of the Sublessor's door and one of the Sublessor's offices.
- 15) Driveway area to be put into usable condition by spreading gravel, etc. and completed as soon as possible, but no later than March 26, 1979.
- 16) Carl Cappola, in consideration of the execution of this lease, hereby personally guarantees the return of the security deposit upon termination of this sublease.
- 17) In the event the Sublessee elects to exercise its option to renew for the balance of the term remaining in the Overlease, Sublessee agrees to pay an increase in rent as follows: The base annual cost shall be \$24,321.00 for the balance of the term remaining in the Overlease (\$2,026.75 per month). Sublessor acknowledges that Sublessee shall not be responsible for the payment of taxes or assessments on the demised premises, except that in any calendar year during the term and of any renewal or extension of the term hereof, the annual municipal taxes assessed against the land and improvements leased hereunder or of which the premises herein leased are a

part, shall be greater than the municipal taxes assessed against said lands and improvements for the calendar year 1979, which is hereby designated as the base year, then in addition to the rent herein fixed, the Tenant agrees to pay a sum equal to 17.2 percent of the amount by which said tax exceeds the annual tax for the base year, inclusive of any increase during any such calendar year. The said sum shall be considered as additional rent and shall be paid in as many equal installments as there are months remaining in the calendar year in which said taxes exceed the taxes for the base year, on the first day of each month in advance, during the remaining months of that year. If the term thereof shall commence after the first day of January or shall terminate prior to the last day of December in any year, then such additional rent resulting from a tax increase shall be proportionately adjusted for a fraction of the calendar year involved.

META-LITE, INC.

BY 

ACME & DORF METAL DOOR CORP. OF N. J.

BY  PRES.

CARL CAPPOLA 



QUESTION #4

COPY

RECEIVED

DEC 18 1978

LEASE

BETWEEN

BECKER-KENDALL CO., as Landlord

AND

META-LITE, INC., A Corporation  
formed and existing under the laws of  
the State of New Jersey.

Premises: 67 Route 17  
Hasbrouck Heights, N.J.

THIS LEASE made as of this                      day of November, 1978,  
between BECKER-KENDALL COMPANY, a partnership, having an office  
at 5 Colt Street, Paterson, New Jersey (hereinafter called  
"Landlord") and META-LITE, INC., a Corporation of the State of  
New Jersey, with offices at 67 Route 17, Hasbrouck Heights,  
New Jersey (hereinafter called "Tenant").

W I T N E S S E T H :

ARTICLE 1. DEFINITIONS

Section 1.1 For the purposes of this Lease, unless the  
context otherwise requires:

(a) The term, "Land", shall mean all that certain plot,  
piece or parcel of land situate, lying and being in the County of  
Bergen and State of New Jersey, more particularly bounded and  
described in Schedule "A" attached hereto and made a part hereof  
(but excluding the Building and Building Equipment as hereinafter  
defined), premises commonly known as #67 Route 17, Hasbrouck  
Heights, New Jersey.

(b) The term, "Building", shall mean all buildings,  
additions, and improvements (other than Building Equipment)  
presently existing on the Land or any part thereof.

(c) The term, "Building Equipment", shall mean all  
machinery, apparatus, equipment, personal property and fixtures  
of every kind and nature whatsoever now or hereafter attached  
to or used in connection with the operation or maintenance of the  
Building, including, but not limited to, all heating, lighting,  
and power equipment, engines, pipes, pumps, tanks, motors,  
conduits, plumbing, cleaning, fire prevention, refrigeration,  
ventilating, air cooling and air conditioning equipment, apparatus.

ducts and compressors; but excluding, however, improvements for water, gas and electricity and other similar equipment or improvements owned by any public utility company or any governmental agency or body, trade fixtures and manufacturing and office equipment.

(d) The term, "Demised Premises", shall mean the Land, the Building, and the Building Equipment, together with allrights, privileges and easements pertaining thereto.

(e) The term, "Unavoidable Delays", shall mean any delays resulting from any Acts of God, acts of public enemy, riot, civil commotion, storms, fire, floods, earthquakes, strikes, lockouts, and any other matter which shall be beyond the reasonable control of the party obligated to perform, other than Tenant's obligation to pay any and all sums of money as required pursuant to the terms of this Lease.

(f) The term, "Legal Requirements", shall mean all laws, statutes and ordinances (including, but not limited to, building codes and zoning regulations and ordinances) and the orders, rules, regulations and requirements of all Federal, State and municipal governments and the appropriate agencies, officers, departments, boards and commissions thereof, which may be applicable to the Demised Premises or any part thereof, or the use or manner of use of all or any part of the Demised Premises.

(g) The term, "Insurance Requirements", shall mean the requirements of any insurer of the Building and the Building Equipment and the requirements of the local Board of Fire Underwriters insofar as they pertain to the Building and the Building Equipment.

(h) The term, "Person", shall mean a natural person or persons, a partnership, a corporation, and other forms of business or legal associations and entities.

(i) The term, "Tenant" shall mean the persons named as Tenant herein and provided the conditions of Section 21.1 are satisfied, any permitted assignee or sublessee of Tenant.

(j) The term, "Landlord", as used in this Lease, means only the holder, for the time being, of Landlord's interest under this Lease so that, in the event of any transfer of title to the Demised Premises, Landlord shall be and hereby is entirely relieved and freed of all obligations of Landlord hereunder accruing after such transfer, and it shall be deemed without further agreement between the parties that such grantee, transferee or assignee has assumed and agreed to perform and observe all obligations of Landlord hereunder during the period it is the holder of Landlord's interest under this Lease. The provisions of the preceding sentence shall be applicable to any successor landlord.

Notwithstanding anything to the contrary provided in this Lease, and notwithstanding any assumption by any mortgagee or successor in interest of Landlord of the terms, covenants, conditions and provisions of this Lease, it is specifically understood and agreed that the personal liability of Landlord, any such mortgagee or successor in interest of Landlord shall be limited to the enforcement of a judgment against any equity of Landlord, such mortgagee, or successor in interest of Landlord, in the Demised Premises and to no other asset of Landlord, any such mortgagee, or successor in interest of Landlord or to any partner, stockholder, officer or director of any of the foregoing, such exculpation of personal liability to be absolute and without any exception whatsoever.

DEMISE

ARTICLE 2. DEMISE AND TERM

Section 2.1.

Landlord, for and in consideration of the rents, additional rents, terms, covenants and conditions herein reserved and contained, does hereby demise and lease to Tenant, and Tenant does hereby take and hire the Demised Premises from Landlord, upon and subject to the terms, covenants and conditions herein set forth.

TERM

TO HAVE AND TO HOLD the Demised Premises for a term of Eight (8) years commencing on the 1st day of November, 1978 (hereinafter called "Commencement Date") and ending at midnight on the 31st day of October 1986, unless this Lease shall sooner terminate, as hereinafter provided (hereinafter called "Term").

FIXED  
ANNUAL  
RENT

ARTICLE 3. FIXED RENT AND ADJUSTED RENT

Tenant agrees to pay to Landlord over and above the other and additional payments to be made by Tenant hereunder a fixed rent (hereinafter called "Fixed Annual Rent") at the annual rate of EIGHTY-SEVEN THOUSAND EIGHT HUNDRED AND EIGHT-EIGHT (\$87,888.00) DOLLARS.

PAYMENT  
OF FIXED  
ANNUAL  
RENT

Section 3.1

The Fixed Annual Rent shall be payable in equal monthly installments of SEVEN THOUSAND THREE HUNDRED AND TWENTY FOUR and 00/100 (\$7,324.00) DOLLARS in advance, on the first day of each month during the Term hereof. Said monthly installments of Fixed Annual Rent shall be paid promptly when due, without notice or demand therefor and without deduction, abatement or set-off of any amount for any reason whatsoever.

PLACE OF  
PAYMENT

Section 3.2

All amounts payable under Section 3.1 and 3.2 above, as well as all other amounts payable by Tenant to Landlord under the terms of this Lease shall be paid in lawful money of the United States which, at the time of payment, shall be legal tender

for the payment of all debts and dues, public and private, at the office of the Landlord set forth above, or at such other place as Landlord may from time to time designate to Tenant, in the manner specified in Section 28.1 hereof.

ARTICLE 4.      NET LEASE - TITLE

Section 4.1

③ It is the intention of the parties that the Landlord shall receive the Fixed Annual Rent herein reserved free from all taxes, charges, expenses, damages, and deductions of every description, except as otherwise provided in this Lease and that the Tenant shall pay all the above items, expenses and damages which, except for the execution and delivery of this Lease, would have been chargeable against the Demised Premises and payable by the Landlord.

Section 4.2

Title to the Demised Premises and all changes, additions, and alterations therein and all renewals and replacements thereof, when made, erected, constructed, installed, or placed upon the Demised Premises shall be and remain in Landlord. The Landlord has not made and does not make any representations as to the physical condition, expenses, operation or any other matter or thing affecting or relating to the premises, except as herein specifically set forth; and the Tenant hereby specifically acknowledges that no such representations have been made; that the Tenant has inspected the premises, is familiar with the condition thereof, and agrees to accept the premises "as is" including but not limited to any latent defect.

ARTICLE 5. REAL ESTATE TAXES, ASSESSMENTS, ETC.

OSI- Section 5.1

Tenant shall pay, as additional rent hereunder, all real estate taxes, assessments, betterment and otherwise, occupancy taxes, water and sewer charges or rents, and all other taxes and governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind or nature whatsoever (except as otherwise expressly provided to the contract in Section 5.5. hereof), whether similar or dissimilar, levied or imposed upon or relating to, or which are or may become a lien against all or part of the Demised Premises (all of which taxes, assessments and charges are sometimes hereinafter called collectively "Impositions" and individually "Imposition").

In each case where Impositions are paid directly by the Tenant to the taxing authority, Tenant shall submit to Landlord within thirty (30) days after the last day upon which any Imposition may be paid without penalty or interest, official receipts or other proof reasonably satisfactory to Landlord, showing the payment thereof.

On the 15th day of each and every month throughout the Term of this Lease, Tenant shall deposit with Landlord as additional rent a sum equal to One-Twelfth (1/12th) of all real estate taxes and assessments for the then current fiscal tax year. As and when such impositions become due and payable Landlord shall pay the same and shall promptly forward to Tenant copies of receipted bills showing such payment. In the event that the amount of such Impositions, or any of them, has not been definitely ascertained at the time when any of such monthly deposits become due and payable, Tenant shall make the deposit based upon the amount

of Impositions as assessed or imposed against the Demised Premises for the preceding fiscal tax year, subject to adjustments as and when the amount of Impositions for the then current fiscal year is ascertained. If at the time when any Imposition becomes due and payable, Tenant has deposited an amount insufficient to pay the same, Tenant shall forthwith, upon notice from Landlord, deposit any deficiency with the Landlord, as additional rent, so that such taxes may be paid without penalty. If Tenant shall have deposited more than sufficient funds to pay the same, such sum shall be retained by Landlord and shall be credited against the next accruing installments of Impositions.

STALL- Section 5.2  
NT

SESS- If by law any assessment is or may be payable at the option of  
ITS. the taxpayer, in installments, Tenant may pay such assessment in installments (with any accrued interest due and payable on the unpaid balance of the assessment) as they respectively become due on or before the last day on which each such installment may be paid without penalty or interest. However, if the payment of any assessment in installments would constitute or give rise to a default under the provisions of any mortgage to which this Lease is or shall be subordinate, Tenant shall pay the entire assessment on or before the last day on which the same may be paid without penalty or interest unless Tenant shall have obtained in form reasonably satisfactory to Landlord, the written consent to the payment of the assessment in installments from the holder or holders of any such mortgage.

POR- Section 5.3  
ON-  
T

Impositions, whether or not a lien upon the Demised Premises, shall be apportioned between Landlord and Tenant at the beginning



and at the expiration or sooner termination of the Term of this Lease, so that Tenant shall pay only the portion of the Imposition allocable to the Term of this Lease; provided, however, Landlord need not make any apportionment in Tenant's favor if this Lease shall be terminated by reason of a default on the part of Tenant.

EST  
SI-  
3  
Section 5.4

Tenant, at its own cost and expense, may contest the amount or validity of any Imposition in any manner permitted by law, in Tenant's name, and whenever necessary, in Landlord's name, provided that Tenant does so with due diligence and in good faith. Landlord will cooperate with Tenant and execute any documents or pleadings reasonably required for such purposes, provided that the same shall be without cost, liability, or expense to Landlord. Such contest may include appeals from any judgment, decree, or order until a final determination is made by a court or governmental department or authority having final jurisdiction in the matter. However, notwithstanding such contest, Tenant shall pay the contested Imposition in the manner and on the dates provided for in this Article, unless such payment would operate as a bar to such contest or materially interfere with the prosecution thereof; and, in such case, Tenant may defer the payment of the contested Imposition upon condition that:

(a) If such deferment would give rise to any default under the provisions of any mortgage to which this Lease is or shall be subordinate, Tenant shall first obtain and deliver to Landlord a written agreement or agreements in form reasonably satisfactory to Landlord, signed by the holder or holders of any such mortgage or mortgages, to the effect that no default shall be declared thereunder by reason of such deferment; and

(b) The contest shall operate to (i) suspend the collection of Imposition from the Demised Premises; or Landlord; and (ii) prevent the sale or forfeiture of all or any part of the Demised Premises;

(c) Tenant shall have deposited with or at the direction of Landlord or the holder or holders of any mortgage to which this Lease is or shall be subordinate, security (in the form of a surety company bond or otherwise) as Landlord or the holder or holders of any such mortgages shall reasonably require to assure the payment of the contested Imposition and all interest and penalties that may be imposed in connection therewith and all costs and charges which might become a lien or charge on all or any part of the Demised Premises; and

(d) If Landlord or the holder or holders of any such mortgages shall, at any time during the pendency of such contest, deem the security deposited by Tenant under this Article to be insufficient, Tenant shall, on demand, deposit with or at the direction of Landlord or the holder or holders of any such mortgages such additional security (in the form of a surety company bond or otherwise) as Landlord or the holder or holders of any such mortgages shall reasonably require; and

(e) Upon the termination of such contest, Tenant shall pay or may direct Landlord to pay or cause to be paid out of the security deposited by Tenant, the amount of the contested Imposition as finally determined in such contest, and all interest, penalties and all other costs, charges, fees, and liabilities in connection therewith, and upon such payment Landlord shall promptly return or cause to be returned to Tenant, without interest, the balance, if any, of the security deposited by Tenant.

Any tax refund with respect to Impositions paid by Tenant shall be the property of Tenant.

#### Section 5.5

Tenant shall not be obligated or required hereunder to pay any franchise, corporate, estate, inheritance, succession, capital levy, or capital stock tax of Landlord, or any income, profit, or revenue tax upon the income or receipts of Landlord, or any tax imposed solely because of the nature of the business entity of Landlord, or any other tax, assessment, charge, or levy upon the Fixed Annual Rent reserved under this Lease (except to the extent hereinafter provided); provided, however, if at any time during the Term of this Lease a tax or excise of any nature or description, other than a tax on all or substantially all of the Landlord's income from all sources, shall be levied or imposed against Landlord and/or the Demised Premises, by reason or on account of rents, the same shall be deemed to be an Imposition and shall be paid and discharged by Tenant, as additional rent, at least ten (10) days before the last day on which the same may be paid without penalty or interest. Tenant shall not be obligated or required hereunder to pay interest, amortization, or principal on any mortgage covering or affecting the Demised Premises or any part thereof.

#### ARTICLE 6.

##### USE: COMPLIANCE WITH LAWS, ETC.

#### Section 6.1

The Demised Premises shall be used and occupied for any and all lawful purposes. In any event, Tenant shall not use, improve, permit or suffer the use, improvement, or occupancy of the Demised Premises

or any part thereof in any unlawful manner or for any illegal purpose or in any manner which will constitute a nuisance or for any purpose or any manner liable to cause structural injury to the Building. Further, Tenant shall not use, permit, or suffer the use, improvement, or occupancy of all or part of the Demised Premises other than for the purposes, in the manner, and to the extent permitted by the Legal Requirements, the Insurance Requirements, and any Certificate of Occupancy now or hereafter applicable or issued with respect to the Demised Premises.

#### Section 6.2

Tenant shall, throughout the Term of this Lease, at Tenant's own cost and expense, promptly comply or cause compliance with all Legal Requirements and Insurance Requirements, foreseen and unforeseen, ordinary and extraordinary, whether or not the same shall presently be within the contemplation of the parties, or involve any change of governmental policy, or require structural or extraordinary repairs, alterations or additions, and irrespective of the cost thereof.

#### Section 6.3

Tenant, after notice to Landlord, may contest by appropriate legal proceedings at Tenant's own cost and expense, the validity of any Legal Requirement, and Tenant may defer compliance therewith during the pendency of such contest; provided, however, and upon condition that (a) such non-compliance shall not constitute a crime on the part of Landlord; (b) such non-compliance will not result in any lien, charge or other liability of any kind against the Demised Premises or against Landlord or Tenant's interest in this Lease; (c) Tenant shall prosecute

such contest with due diligence and in good faith to a final determination by a court, department, or governmental authority or body having final jurisdiction; and (d) Tenant shall first furnish to Landlord such security as Landlord or the holder or holders of any mortgage to which this Lease is or shall be subordinate shall reasonably require to assure compliance by Tenant with such Legal Requirements, and to indemnify Landlord against any and all liability, loss and damages including, but not limited to attorney's fees, which Landlord may sustain by reason of Tenant's failure or delay in complying therewith. In any event, however, if any such deferment would constitute or give rise to any default under the provisions of any mortgage to which this Lease is or shall be subordinate, Tenant may not defer compliance unless Tenant first shall have obtained and delivered to Landlord a written agreement or agreements in form reasonably satisfactory to Landlord, signed by the holder or holders of any such mortgages, to the effect that no default will be declared under such mortgages by reason of such deferment. Landlord agrees to cooperate reasonably with Tenant and to execute any documents or pleadings reasonably required for the purpose of any such contest provided that the same shall be without cost, expense, or liability to Landlord. Tenant may, at its option, terminate any such contest at any time, and in such event Tenant shall promptly pay or perform all of the requirements of the contested Legal Requirement, and Tenant shall indemnify and hold harmless Landlord against and from any and all liability, loss, and damage which Landlord may sustain by reason of Tenant's delay in complying therewith. Upon the termination of any such contest and the payment and performance of all the requirements of the

contested Legal Requirement (as the same may have been modified as a result of such contest), Landlord shall promptly return to Tenant, without interest, the security deposited by Tenant on account thereof. In any case, Landlord shall have the right, but not the obligation, to contest by appropriate legal proceedings, at Landlord's expense, any Legal Requirements.

#### Section 6.4

Tenant shall, at its sole cost and expense, obtain and keep in full force and effect any and all necessary permits, licenses, certificates, or other authorizations required in connection with the use, occupancy, operation, and management of the Demised Premises whether or not used in supplying utilities or other services to the Demised Premises; and Tenant shall indemnify and hold Landlord harmless from and against all claims, liability, damages, loss, costs, and expenses (including reasonable attorneys' fees) in connection therewith.

#### Section 6.5

Subject to the provisions of Article 15, no abatement, diminution or reduction of the Fixed Annual Rent, any additional rent, or other charges required to be paid by Tenant pursuant to the terms of this Lease shall be claimed by or allowed to Tenant for any inconvenience, interruption, cessation or loss of business, or otherwise caused directly or indirectly, by any present or future laws, rules, regulations, orders, directions, ordinances, or regulations of the United States of America, the State, County, Municipal, or other local

government, or of any other municipal, governmental, or lawful authority whatsoever, or by priorities, rationing, or curtailment of labor or materials, or by war, civil commotion, lockouts, strikes, riots, or any matter or thing resulting therefrom, or by any other cause or causes beyond the control of Landlord, nor shall this Lease be affected by any such causes. No diminution of the amount of space used by Tenant caused by legally required changes in the construction, equipment, operation, or use of the Demised Premises shall entitle Tenant to any reduction or abatement of the Fixed Annual Rent, additional rent, or any other charges required to be paid by Tenant hereunder.

#### ARTICLE 7. UTILITIES AND SERVICES

##### Section 7.1

Tenant agrees to pay or cause to be paid all charges for gas, water, sewer, electricity, light, heat, power, telephone, other building communication services, or other utility or service used, rendered, or supplied to, upon, or in connection with the Demised Premises throughout the Term of this Lease and to indemnify and hold Landlord harmless against and from any claim, liability, damage, loss, cost, or expense on such account.

##### Section 7.2

Tenant expressly agrees that Landlord is not nor shall it be required to furnish to Tenant during the Term of this Lease any water, sewer, gas, heat, electricity, light, power, or any other facilities, equipment, labor, materials, or any services of any kind whatsoever.

ARTICLE 8 INDEMNIFICATION AND NON-LIABILITY OF LANDLORD

IMS SECTION 8.1

Tenant covenants and agrees, at its sole cost and expense, to indemnify and hold Landlord harmless against and from any and all claim by or on behalf of any person arising from or in connection with (a) the operation of the Demised Premises or the conduct or management of and the payment of any work or thing whatsoever done in or about the Demised Premises by or on behalf of Tenant (or any person holding or claiming through, or under Tenant) during the Term of this Lease; (b) the condition of the Demised Premises during the Term of this Lease, unless caused by the fault or neglect of Landlord or its agents, servants, employees, or contractors; (c) any breach or default on the part of Tenant in the performance of any of Tenant's covenants or obligations under this Lease; (d) any act, negligence, or fault of Tenant, or any of its agents, servants, employees, contractors, invitees, or licensees; (e) any accident, injury, or damage whatsoever caused to any person, firm, or corporation (other than the damage caused by the fault or neglect of Landlord or its agents, servants, employees or contractors) occurring during the term of this Lease in or about the Demised Premises, or upon or under the streets, sidewalks or the land adjacent thereto. Further, Tenant agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim and any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord agrees to resist or defend such action, by counsel reasonably satisfactory to Landlord.



9. Tenant further covenants and agrees that Landlord shall not be responsible or liable to Tenant or any person, firm, or corporation claiming through or under Tenant for or by reason of any defect in the Demised Premises or for any failure or defect of water, heat, electric light, power supply or of any apparatus or appliance in connection therewith, or from any injury, loss, or damage to personal property resulting therefrom, and Landlord shall not be responsible or liable to Tenant or any person, firm, or corporation claiming through or under Tenant for any injury, loss, or damage to any person, the Demised Premises, or any property of Tenant or of any other person retained in or upon the Demised Premises, caused by or arising or resulting from the electric wiring, plumbing, water, steam, sewerage or other pipes, or by or from any machinery or apparatus, or by or from any defect in or leakage, bursting or breaking up of same, or by or from leakage, running, or overflowing of water or sewerage in any part of the Demised Premises or by or from any other defect whatsoever or by or from any injury or damage caused by, arising, or resulting from lightning, wind, tempest, water, snow, or ice in or upon or coming through or falling from the roof, skylight, trap-doors, halls, windows, or other-  
wise, or by or from other actions of the elements, or from any injury or damage caused by or arising or resulting from acts or negligence of any tenant or occupants (other than Landlord, its servants and employees) of the Demised Premises or of any licensee, invitee, or contractor of Tenant (or of any other person holding or claiming through, or under Tenant).

ARTICLE 9.

MAINTENANCE AND REPAIRS: COVENANT AGAINST WASTE:  
AND RIGHT OF INSPECTION

PAIRS Section 9.1

Tenant shall, throughout the Term of this Lease, at Tenant's sole cost and expense, take good care of the Demised Premises (including without limitation the Building, the Building Equipment and the sidewalks and curbs adjacent thereto) and, subject to the rights of Tenant under Article 10 hereof, shall not commit or suffer any waste with respect thereto. Tenant shall promptly make all repairs, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, necessary to keep the Demised Premises, in good and lawful order and condition, and said repairs shall be at least equal in quality and class to the original work. When used in this Article, the term "repairs", as applied to the Building Equipment, shall be deemed to include replacements, restoration, and/or renewals when necessary. Tenant shall keep and maintain all portions of the Demised Premises, including without limitation, the Building, the Building Equipment, and the curbs and sidewalks adjoining the Demised Premises in clean, orderly, and well-illuminated condition, free of accumulation of dirt, rubbish, snow and ice, and Tenant shall not permit or suffer any overloading of the floors of the Building. Except as otherwise provided in Article 20, nothing herein contained shall be construed as preventing Tenant or any subtenant, sublessee or other occupant claiming under, or through Tenant from removing from the Demised Premises trade fixtures, furniture, and equipment furnished and installed by Tenant (other than Building Equipment) on the condition, however, that Tenant shall, without cost or expense to Landlord, and Tenant hereby agrees to, promptly repair or cause to be repaired any and all damage to the Demised Premises resulting from or caused by such removal.

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Tenant shall permit Landlord and the authorized representatives of Landlord to enter the Demised Premises at all reasonable times for the purpose of inspecting all or any part thereof. Further, if Tenant shall fail to perform any repairs, restoration, rebuilding, or other work which Tenant is obligated to perform under this Lease and such default is not remedied within the applicable grace period provided therefor in this Lease or, at any time, in the case of an emergency, Landlord and its authorized representatives shall have the right to enter the Demised Premises and to perform such work. Nothing in this Section 9.2 shall imply any duty upon the part of Landlord to do any such work or to make any alterations, repairs (including but not limited to repairs and other restoration work made necessary due to any fire or other casualty), additions, or improvements to the Demised Premises of any kind whatsoever. The performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform the same. During the progress of any such work (whether or not Landlord is obligated hereunder to perform the same), Landlord may keep and store on the Demised Premises all necessary materials, supplies, equipment, and tools. Landlord shall not in any event be liable for any inconvenience, annoyance, disturbance, loss of business, or other damage of Tenant by reason of making repairs or the performance of any work on the Demised Premises or on account of bringing or keeping materials, supplies, and equipment into, on, or through the Demised Premises during the course thereof, and the obligations of Tenant under this Lease shall not thereby be affected in any manner whatsoever.

ARTICLE 10 - ALTERATIONS

Section 10.1

Tenant shall make no changes in or to the demised premises of any nature without Landlord's prior written consent. Subject to prior written consent of Landlord, and to the provisions of this article, Tenant at Tenant's expense, may make non-structural alterations, additions, or improvements in or to the Demised Premises by using contractors or mechanics first approved by Landlord, provided the same does not (a) adversely affect the value or rentability of the building; (b) reduce the cubic content of the Building; (c) weaken, temporarily or permanently, the structure of the Building; or (d) diminish the general utility of the Building. At least thirty (30) days prior to the date upon which it proposes to commence any such non-structural alteration, addition or improvement to the Demised Premises, Tenant shall, in writing, notify, in the manner provided in Section 28.1 hereof, Landlord that it intends to perform any such work. The provisions of this Article 10 are subject to the terms and conditions of any mortgage to which this Lease is or shall be subordinate, and if the consent of the holder or holders of any such mortgages are required for any such work, Tenant shall, before commencing the same, obtain and deliver to Landlord the written consent to such work from the holder or holders of such mortgage in form and substance reasonably satisfactory to Landlord.

Section 10.2

All fixtures and all panelling, partitions, railings and like installations, installed in the premises at any time, either by Tenant or by Landlord in Tenant's behalf shall become the property of Landlord and shall remain upon and be surrendered with the demised premises unless Landlord, by notice to Tenant no later than twenty days prior to the date fixed as the termination of this lease, elects to have them removed by Tenant, in which event, the same shall be removed from the premises by Tenant forthwith, at Tenant's expense. Nothing in

this article shall be construed to prevent Tenant's removal of trade fixtures, but upon removal of any such trade fixtures from the premises or upon removal of other installations as may be required by Landlord Tenant shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the term remaining in the premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the premises by Landlord at Tenant's expense. Tenant shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall deliver promptly duplicates of all such permits, approval and certificates to Landlord and Tenant agrees to carry and will cause Tenant's contractor and sub-contractors to carry such workman's compensation, general liability personal and property damage insurance as Landlord may require.

## ARTICLE 11     MECHANICS AND OTHER LIENS

### Section 11.1

Tenant agrees to obtain and deliver to Landlord written and unconditional waivers of mechanic's or other liens against the Demised Premises or any part thereof or against Tenant's leasehold estate therein, by reason of any work, labor, services, or materials done for or supplied to Tenant or anyone holding the Demised Premises or any part thereof, through, or under Tenant. Notwithstanding the foregoing, if any such mechanic's lien shall at any time be filed against the Demised Premises, Tenant shall cause the same to be discharged of record within twenty (20) days after written notice of filing the same, by either payment, deposit, or bond. If Tenant

shall fail to discharge any such mechanic's lien within such period, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, procure the discharge of the same either by deposit in court or by bond and Landlord shall be entitled, at Landlord's option, to compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor and to pay the amount of the judgment, if any, in favor of the lienor with interest, costs, and allowances. Any amounts paid by Landlord for any of said purposes and all reasonable counsel fees in defending any such action or in procuring the discharge of any such lien, together with interest at the rate of twelve (12%) per annum from the date of payment or deposit, shall become due and payable forthwith by Tenant to Landlord, or, at the option of Landlord, shall be payable by Tenant to Landlord as additional rent, as provided in Section 16.1.

#### Section 11.2

Landlord hereby gives notice to all persons who may furnish labor or materials to Tenant at the Demised Premises that Landlord does not consent to the filing of any mechanic's or materialman's lien against Landlord's interest or estate in the Demised Premises and that all persons furnishing labor and materials to Tenant shall look only to Tenant's credit and such security as Tenant may furnish for the payment of all such labor and materials.

#### ARTICLE 12. INSURANCE

During the Term hereof, Tenant shall, at its own cost and expense, provide and keep in force for the mutual benefit of Landlord and Tenant the following insurance:

Section 12.1

ANCE (a) Comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring in or about the Demised Premises (including, without limitation, bodily injury, death or property damage resulting directly or indirectly from any change, alteration, improvement, or repair thereof) with limits of not less than FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS for bodily injury or death to any one(1) person, ONE MILLION (\$1,000,000.00) DOLLARS for bodily injury or death to any number of persons in respect to any one (1) accident or occurrence, and ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS for property damage.

ETC. ANCE (b) Insurance covering the Demised Premises against loss or damage by fire and such risks as are customarily included in extended coverage endorsements attached to fire insurance policies covering similar property in the County of Bergen and State of New Jersey in an amount equal to SEVEN HUNDRED THOUSAND (\$700,000.00) DOLLARS, but in no event less than the full insurable value thereof. The term "full insurable value", as used in this Section shall mean the cost of the actual replacement of the Building and Building Equipment, less actual physical depreciation and the cost of excavation, foundations and footings below the lowest basement floor. Such value shall be determined from time to time, at Tenant's expense, but not more frequently than once every two (2) years, at Landlord's request, by an appraiser designated by an insurer of the Building and Building Equipment. No failure on Landlord's part to request any determination shall relieve Tenant of any of its obligations here

ANCE (c) Upon thirty (30) days written request therefor such other insurance (but not rent insurance), including but not limited to loss or damage from leakage of sprinkler systems, Workmen's

Compensation, plate glass and boiler and machinery insurance, and in such amount as may from time to time be reasonably required by Landlord against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated, with due regard to the height and type of building, its construction, and its use and occupancy.

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(d) Upon thirty (30) days written request therefor, such other insurance, (including, without limitation, rent insurance) and in such amounts as may from time to time be reasonably required by the holder of any mortgages to which this Lease is or shall be subordinate, whether such holder or holders be mortgagee, mortgagee in possession or successor to the interest of Landlord as the result of foreclosure proceedings or otherwise.

OS Section 12.2

All insurance to be provided and kept in force by Tenant under the provisions of this Lease shall name as the insured Landlord and Tenant as their respective interests may appear. In addition, the policies of insurance required to be obtained by Tenant under subsections "(b)," "(c)," and "(d)" of Section 13.1 shall be carried in favor of the holder or holders of any mortgages to which this Lease is or shall be subordinate, as insureds, under standard non-contributing mortgagee clauses attached to such policies. The policies required pursuant to Section 13.1 (b) shall be obtained by Tenant upon the commencement of the Term hereof and the originals or duplicates thereof shall be delivered to Landlord within ten (10) days thereafter, and shall be taken in responsible companies of recognized responsibility licensed to do business in the State of New York. Said policies shall be for a period of not less than one year and shall contain a provision whereby the same cannot be cancelled or modified unless Landlord (and each mortgagee named and insured thereunder) is given at least fifteen (15) days' prior



written notice of such cancellation. Tenant shall procure and pay for renewals of such insurance from time to time at least thirty (30) days before the expiration thereof, and Tenant shall promptly deliver to Landlord certificates thereof.

ENT Section 12.3  
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In case of insurance against damage to the Building and Building Equipment by fire or otherwise, such policies shall provide that the loss, if any, shall be (a) adjusted with both Landlord and Tenant subject to the rights of any mortgagees named as insureds, and (b) payable to Landlord which sum, less the actual cost, fees and expenses, if any, incurred in connection with the adjustment of the loss (hereinafter called "Net Insurance Proceeds"), Landlord shall hold as trust funds and apply to the payment of the cost of restoration of such damage as provided in Article 13 hereof.

E Section 12.4  
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In respect to any real, personal, or other property owned by Tenant and located in, at, or upon the Demised Premises, Tenant hereby releases Landlord from any and all liability or responsibility or anyone claiming through or under it by way of subrogation or otherwise, for any loss or damage to said property caused by fire or any of the extended coverage casualties, even if such fire or other casualty shall have been caused by the fault or negligence of Landlord or anyone for whom Landlord may be responsible.

Tenant shall use its best efforts to include in its policies of insurance covering any such loss, appropriate clauses pursuant to which its insurance carriers waive all rights of subrogation against the landlord with respect to losses payable under such policies or agree that such policies shall not be invalidated, or that the rights of Tenant to recover thereunder shall not be prejudiced, because of the release to the Landlord contained in this paragraph. If the Tenant

at any time is unable to obtain the inclusion of such clauses in aforesaid insurance policies, the tenant shall have the Landlord named as an insured in said policies.

Section 12.5

Tenant shall not carry separate or additional insurance, concurrent in form and contributing, in the event of loss or damage to the Demised Premises with any insurance required to be obtained by Tenant under this Lease, unless such separate or additional insurance shall comply with and conform to all of the provisions and conditions of this Article. Tenant shall promptly give notice to Landlord of such separate or additional insurance and deliver the original or a duplicate of such policies to Landlord.

Section 12.6

Upon the expiration or sooner termination of this Lease, Landlord may, at its option, elect to continue in force any or all of the policies of insurance required to be obtained by Tenant under this Lease, and in such case, Landlord shall promptly reimburse Tenant for the amount of the unearned premiums; provided, however, Landlord shall not be required to make any such reimbursement to Tenant if this Lease shall terminate as a result of any default on the part of Tenant.

ARTICLE 13.

DAMAGE OR DESTRUCTION

Section 13.1

If the demised premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premises which is usable by Tenant. But if such partial damage is due to the fault or neglect of Tenant, Tenant's servants, employees, agents, visitors or licensees, without prejudice to any other rights and remedies of Landlord and without prejudice to the rights of subrogation of Landlord

insurer, the damages shall be repaired by Landlord but there shall be no apportionment or abatement of rent. No penalty shall accrue for reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and/or Tenant, and for reasonable delay on account of "labor troubles", or any other cause beyond Landlord's control. If the demised premises are totally damaged or are rendered wholly untenable by fire or other cause, and if Landlord shall decide not to restore or not to rebuild the same, or if the building shall be so damaged that Landlord shall decide to demolish it or to rebuild it, then or in any of such events Landlord may, within ninety (90) days after such fire or other cause, give Tenant a notice in writing of such decision, which notice shall be given as in Article 29 hereof provided, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised premises and surrender the same to Landlord. If Tenant shall not be in default under this lease then, upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty. Tenant hereby expressly waives the provisions of Section 227 of the Real Property Law and agrees that the foregoing provision of this Article shall govern and control in lieu thereof. If the damage or destruction be due to the fault or neglect of Tenant the debris shall be removed by, and at the expense of, Tenant.

### Section 13.2

SECTION

Landlord and Tenant each agrees that it will cooperate with the other, to such extent as such other party may reasonably require, in connection with the prosecution or defense of any action or proceeding arising out of or for the collection of any insurance monies that may be due in the event of any loss or damage, and that they will execute and deliver to such other parties such instruments as may be required to facilitate the recovery of any insurance monies.

Section 13.3

Tenant agrees to give prompt notice to Landlord with respect to fires and other casualties occurring in, on, at, or about the Demised Premises.

Section 13.4

Any obligation of the Landlord to make repairs pursuant to this Article shall be limited to the amount of any insurance proceeds coll

ARTICLE 14 : CONDEMNATION

Section 14.1

If the whole of the leased property shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof, then this lease shall automatically terminate as of the date that title shall be taken. If any part of the leased property shall be so taken as to render the remainder thereof unusable for the purposes for which the leased property was leased, then the Landlord and the Tenant shall each have the right to terminate this lease on 30 days' notice to the other given within 90 days after the date of such taking. In the event that this lease shall terminate or be terminated, the rental shall, if and as necessary, be equitably adjusted. Any dispute under the provisions of this paragraph shall be submitted to the American Arbitration Association in the City of New York for determination in accordance with its procedures at such time, and such determination shall be binding upon both parties.

Section 14.2

If any part of the leased property shall be so taken and this lease shall not terminate or be terminated under the provisions of Section 14.1 hereof, then the rental shall be equitably apportioned according to the space so taken, and the Landlord shall, at its own cost and expense, restore the remaining portion of the leased property to the extent necessary to render it reasonably suitable for the purposes for which it was leased, and shall make all repairs to the Building in which the leased property is located to the extent necessary to constitute the Building a complete architectural unit, provided that such work shall exceed the scope of the work required to be done by the Landlord in

originally constructing such building and the cost thereof shall not exceed the proceeds of its condemnation award applicable to the part taken.

#### Section 14.3

All compensation awarded or paid upon such a total or partial taking of the leased property shall belong to and be the property of the Landlord without any participation by the Tenant; provided, however, that nothing contained herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect the Landlord's award or the award of any fee mortgagee.

#### Section 14.4

If the temporary use of the whole or any part of the leased property shall be taken at any time during the term of this lease or of any renewal hereof for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between the Tenant and those authorized to exercise such right, the Tenant shall give prompt notice thereof to the Landlord and the term of this lease shall not be reduced or affected in any way. In such case, the Tenant shall continue to pay in full the rent, additional rent, and any other sum of money provided to be paid by the Tenant. The Tenant shall be entitled to the entire award for such taking (whether paid by way of damages, rent, or otherwise) except if such award is in excess of the total monies paid by the Tenant to the Landlord as rent and additional rent for the part taken during the period of the temporary use, unless the period of occupation and use by

originally constructing such building and the cost thereof shall not exceed the proceeds of its condemnation award applicable to the part taken.

#### Section 14.3

All compensation awarded or paid upon such a total or partial taking of the leased property shall belong to and be the property of the Landlord without any participation by the Tenant; provided, however, that nothing contained herein shall be construed to preclude the Tenant from prosecuting any claim directly against the condemning authority in such condemnation proceedings for loss of business, or depreciation damage to, or cost of removal of, or for the value of stock, trade fixtures, furniture, and other personal property belonging to the Tenant; provided, however, that no such claim shall diminish or otherwise adversely affect the Landlord's award or the award of any fee mortgagee.

#### Section 14.4

If the temporary use of the whole or any part of the leased property shall be taken at any time during the term of this lease or of any renewal hereof for any public or quasi-public purpose by any lawful power or authority, by the exercise of the right of condemnation or eminent domain, or by agreement between the Tenant and those authorized to exercise such right, the Tenant shall give prompt notice thereof to the Landlord and the term of this lease shall not be reduced or affected in any way. In such case, the Tenant shall continue to pay in full the rent, additional rent, and any other sum of money provided to be paid by the Tenant. The Tenant shall be entitled to the entire award for such taking (whether paid by way of damages, rent, or otherwise) except if such award is in excess of the total monies paid by the Tenant to the Landlord as rent and additional rent for the part taken during the period of the temporary use, unless the period of occupation and use by

the condemning authority shall extend beyond the date of expiration of this lease and of any extension hereof, in which case the award made for such taking shall be apportioned between the Landlord and the Tenant as of the date of such expiration. In any proceeding for such taking or condemnation the Landlord shall have the right to intervene and participate; provided that if such intervention shall not be permitted the Tenant shall, at the Tenant's expense, consult with the Landlord, its attorneys, and experts, and make all reasonable efforts to cooperate with the Landlord in the prosecution or defense of such proceeding. At the termination of any such use or occupation of the leased property, the Tenant will, at its sole cost, repair and restore the Buildings and improvements then upon the leased property to the condition, as nearly as may be reasonably possible, in which such buildings and improvements were at the time of such taking. The Tenant shall not be required to make such repairs and restoration if the term of this lease or of any renewal hereof shall expire prior to, or within one year after, the date of termination of the temporary use taken, and in any such event the Landlord shall be entitled to recover all damages and awards arising out of the failure of the condemning authority to repair and restore the Building at the expiration of such temporary taking. Any recovery or sum received by Tenant as an award or compensation for physical damage to the leased property caused by and during the temporary taking shall be deemed a trust fund for the purpose of repairing or restoring such damage.

#### ARTICLE 15. SELF-HELP

CPB's Section 15.1

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CPB'S DEFAULTS

Tenant covenants and agrees that if it shall at any time fail to make any payment or perform any act which Tenant is obligated to make or perform under this lease, then Landlord may, but shall not be obligated so to do, after fifteen (15) days' notice to and demand upon Tenant, or without notice to or demand upon Tenant in the case

of an emergency, and without waiving or releasing Tenant from any obligations of Tenant in this Lease contained, make such payment or perform such act which Tenant is obligated to perform under this Lease in such manner and to such extent as Landlord shall deem necessary, and, in exercising any such rights, pay necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. All sums so paid by Landlord and all necessary and incidental costs and expenses of Landlord in connection therewith, together with interest thereon at the rate of twelve (12%) percent per annum from the date of the making of such expenditure by Landlord shall be deemed to be additional rent hereunder and, shall be payable to the Landlord on demand or, at the option of Landlord, may be to any rent then due or next becoming due under this Lease, and Tenant covenants to pay any such sum or sums with interest as aforesaid, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Fixed Annual Rent.

T Section 15.2

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NCE In any event, however, Landlord may recover from Tenant, and Tenant agrees to pay, any and all damages which Landlord may sustain by reason of Tenant's failure to obtain and keep in force any insurance which Tenant is required to obtain and keep in force under this Lease, and the damages of Landlord shall not be limited to the amount of the premiums thereon.



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## Section 16.1

This Lease and the Term hereof are subject to the limitation that if at any time during the Term of the Lease any one or more of the following events (hereinafter called "event of default") shall occur:

(a) If Tenant shall make an assignment for the benefit of its creditors or admit in writing its inability to pay its debts as they become due;

(b) If any petition shall be filed against Tenant in any court, whether or not pursuant to any statute of the United States or of any State, in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and Tenant shall thereafter be adjudicated bankrupt, or such petition shall be approved by the court, or the court shall assume jurisdiction of the subject matter and if any such proceedings shall not be dismissed within sixty (60) days after the institution of the same; or if any such petition shall be so filed by Tenant;

(c) If, in any proceeding, a receiver or trustee be appointed for all or any portion of Tenant's property, and such receivership or trusteeship shall not be vacated or set aside within sixty (60) days after the appointment of such receiver or trustee;

(d) If Tenant shall vacate or abandon the Demised Premises and the same shall continue for twenty (20) days after notice from Landlord;

(e) If Tenant shall assign this Lease or sublet the whole or any part of the Demised Premises, except as provided in Article 21.1;

(f) If Tenant shall fail to pay any installment of the Fixed Annual Rent or adjusted rent as set forth in Article 3 of this Lease or any part thereof, when the same shall become due and payable, and such failure shall continue for fifteen (15) days after notice thereof from Landlord to Tenant;

(g) If Tenant shall fail to pay when due any item of additional rent or any other charge required to be paid by Tenant hereunder and such failure shall continue for fifteen (15) days after notice thereof from Landlord to Tenant;

(h) If Tenant shall fail to perform or observe any other requirement of this Lease (not hereinbefore in this Section 17.1 specifically referred to) on the part of Tenant to be performed or observed and such failure shall continue for thirty (30) days after notice thereof from Landlord to Tenant (subject, however, to the provisions of Section 17.5);

then upon the happening of any one (1) or more of the aforementioned events of default and the expiration of the period of time for remedying the same, Landlord may give to Tenant a notice (hereinafter called "Notice of Termination") of intention to end the Term of this Lease the expiration of three (3) days from the date of service of the Notice of Termination, and at the expiration of such three (3) days, this Lease and the Term hereof, as well as all of the right, title and interest of the Tenant hereunder, shall wholly cease and expire in the same manner and with the same force and effect as if the date of expiration of such three (3) day period were the date originally specified herein for the expiration of this Lease and the Term, and Tenant shall then quit and surrender the Demised Premises to Landlord but Tenant shall remain liable as hereinafter provided.

Section 16.2

If this Lease shall be terminated as provided in Section 17.1:

(a) Landlord or Landlord's agents or servants may immediately or at any time thereafter re-enter the Demised Premises and remove therefrom Tenant, its agents, employees, servants, licensees, any subtenants, and other persons, firms, or corporations, and all or any of its or their property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or by force or otherwise, without being liable to indictment, prosecution, or damages therefor and re-possess and enjoy such premises, together with all additions, alterations, and improvements thereto;

(b) All of the right, title, estate, and interest of Tenant (i) in and to the Building and the Building Equipment, all changes, additions, and alterations therein, and all renewals and replacements thereof; (ii) all rents, issues, and profits of the Demised Premises or any part thereof, whether then accrued or to accrue; (iii) in and to all insurance policies and all insurance monies paid or payable thereunder; and (iv) in the then entire undistributed balance of any funds in the hands of the Landlord, shall automatically pass to, vest in, and belong to Landlord, without further action on the part of either party, free of any claim thereto by Tenant, subject, however, to the rights of the holders of mortgages to which this Lease is or shall be subordinate.

Section 16.3

In case of any such termination, re-entry or dispossession by summary proceedings or otherwise, the Fixed Annual Rent and all

other charges required to be paid by Tenant hereunder shall thereupon become due and shall be paid up to the time of such termination, re-entry, or dispossession, and Tenant shall also pay to Landlord all expenses which Landlord may then or thereafter reasonably incur for legal expenses, attorneys' fees, brokerage commissions, and all other costs paid or incurred by Landlord for restoring the Demised Premises to good order and condition and for altering and otherwise preparing the same for reletting. Landlord may, at any time and from time to time, relet the Demised Premises, in whole or in part, either in its own name or as agent of Tenant, for a term or terms which, at Landlord's option, may be for the remainder of the then current term of this Lease, or for any longer or shorter period, and (unless the statute or rule of law which governs or shall govern the proceeding in which such damages are to be proved, limits or shall limit the amount of such claim capable of being so proved and allowed, in which case Landlord shall be entitled to prove as and for liquidated damages and have allowed an amount equal to the maximum allowed by or under any such statute or rule of law) Tenant shall be obligated to, and shall pay to Landlord, as damages, in addition to those set forth above, upon demand, and Landlord shall be entitled to recover of and from Tenant, damages (payable in monthly installments, in advance, on the first day of each calendar month following such termination, re-entry, or dispossession, and continuing until the date originally fixed herein for the expiration of the Term of this Lease) in an amount or amounts equal to the excess, if any, of the sum of the aggregate expenses paid by Landlord during the month immediately preceding such calendar month and for all such items as, by the terms of this lease, are required to be paid by Tenant, plus an

amount equal to the amount of the installment of Fixed Annual Rent which would have been payable by Tenant hereunder in respect such calendar month, had this Lease and the Term hereof not been so terminated, or had Landlord not so re-entered, over the rents, if any, collected by or accruing to Landlord in respect of such calendar month pursuant to such reletting, and any suit or action brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar proceeding. In case of any such termination, re-entry, or dispossession by summary proceedings, or otherwise, Landlord, at its option, may make such alterations, repairs, and/or decorations in the Demised Premises as, in its reasonable judgment, Landlord considers advisable and necessary, and the making of such alterations, repairs, and/or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall in no event be liable in any way whatsoever for failure to relet the Demised Premises, in the event that the Demised Premises are relet, for failure to collect rent thereof under such reletting; and in no event shall Tenant be entitled to receive any excess of such annual rents over the sums payable by Tenant to Landlord hereunder. Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time, at its election, and nothing herein contained shall be deemed to require Landlord to postpone suit until the date when the Term of this Lease would have expired if it had not been terminated by reason of the provisions of this Lease, any provisions of law, or Landlord's re-entry into or upon the Demised Premises.

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Section 16.4 Tenant, for itself and any and all persons claiming through, or under Tenant, including its creditors, upon the termination of this Lease and the term of this Lease, in accordance with the terms hereof, or in the event of entry of judgment for the recovery of the possession of the Demised Premises in any action or proceeding, or if Landlord shall enter the Demised Premises by process of law or otherwise, hereby waives any right of redemption provided or permitted by any statute, law, or decision now or hereafter in force,

and

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does hereby waive surrender and give up all rights or privileges which it or they may or might have under and by reason of any present or future law or decision, to redeem the Demised Premises or for a continuation of this Lease for the term hereof after having been dispossessed or ejected therefrom by process of law, or otherwise. Tenant waives all right to trial by jury in any summary or other judicial proceedings hereafter instituted by Landlord against Tenant in respect to the Demised Premises. Tenant also waives any right to assert or interpose a counterclaim in any summary proceeding or other action commenced by Landlord to recover or obtain possession of the Demised Premises.

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Section 16.5 Anything in this Article 17 to the contrary notwithstanding, it is expressly understood that, with respect to any event of default within the purview of subdivision (h) of Section 17.1 hereof, if such event of default cannot, because of Unavoidable Delays, be cured within the period of thirty (30) days provided for in said subdivision (h), Landlord shall not be entitled to serve a notice of termination upon Tenant, as provided in said Section 17.1, if Tenant shall

commence the curing of such default promptly upon the cessation of the reasons beyond Tenant's control which prevented Tenant from curing the default, and shall thereafter proceed with all due diligence to complete the curing of such default, it being the intention hereof that, in connection with any default not susceptible of being cured with due diligence within said period of thirty (30) days, the time of Tenant within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence.

Section 16.6. The words "re-enter" and "re-entry" as used herein are not restricted to their technical legal meaning.

#### ARTICLE 17. CUMULATIVE REMEDIES - WAIVER - ORAL CHANGE.

Section 17.1 Every term, condition, agreement or provision contained in this Lease shall be deemed to be also a covenant.

Cumulative Remedies Section 17.2 The specified remedies to which either party resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case any breach or threatened breach by the other party of any provision of this Lease.

Waiver Section 17.3 The failure of either party to insist in any one or more cases upon the strict performance of any of the terms, covenants, provisions, or agreements of this Lease or to exercise any option herein contained shall not be construed as a waiver or a relinquishment for the future of any such term, covenant, condition, provision, agreement, or option. A receipt and acceptance by Landlord of rent or any other payment, or the acceptance of performance of anything required by this Lease to be performed, with knowledge of the breach of any term,

covenant, condition, provision, or agreement of this Lease, shall not be deemed a waiver of such breach, nor shall any such acceptance of rent in a lesser amount than is herein provided for (regardless of any endorsement on any check, or any statement in any letter accompanying any payment of rent) operate or be construed either as an accord and satisfaction or in any manner other than as a payment on account of the earliest rent then unpaid by Tenant. No waiver by Landlord of any term, covenant, condition, provision, or agreement of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord.

injunction Section 17.4 In addition to the other remedies in this Lease provided, either party shall be entitled to the restraint by injunction of any violation or attempted or threatened violation by the other party, of any of the terms, covenants, conditions, provisions, or agreements of this Lease.

change Section 17.5 This Lease may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification, or discharge is sought.

#### ARTICLE 18. QUIET ENJOYMENT.

Section 18.1 Landlord covenants and agrees that Tenant, upon paying the rent herein reserved, and performing and observing the covenants, conditions, and agreements hereof upon the part of Tenant to be performed and observed, shall and may peaceably hold and enjoy the Demised Premises during the term hereof, without any let, interruption, or disturbance from Landlord. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest, and is not, nor shall it operate or be construed



as, a personal covenant of Landlord, except to the extent of the Landlord's interest in the Demised Premises and only so long as such interest shall continue, and thereafter this covenant shall be binding only upon such subsequent owners and successors in interest, to the extent of their respective interest, as and when they shall acquire the same, and only so long as they shall retain such interest.

ARTICLE 19. SURRENDER OF PREMISES

Section 19.1 Tenant shall, upon the expiration or sooner termination of this Lease for any reason whatsoever, surrender to Landlord the Demised Premises, together with all alteration and replacements thereof, in good order, condition, and repair, except for reasonable wear and tear and as otherwise provided in this Lease.

Section 19.2 Title to all of Tenant's trade fixtures, furniture, equipment, installed in the Demised Premises shall remain in Tenant, and, upon expiration or sooner termination of this Lease, the same may and, upon the demand of Landlord, shall be promptly removed and any resultant damage to the Demised Premises shall be promptly repaired, by and at the expense of Tenant. The provisions of this Section shall survive the expiration or sooner termination of this Lease.

ARTICLE 20. TENANT'S RIGHT TO ASSIGN IN WHOLE ONLY  
-NO RELEASE- TRANSFER OF SUBTENANTS'  
SECURITY DEPOSITS

Section 20.1

Tenant shall have the right to assign this lease in whole only and not in part, with Landlord's prior written consent, which shall not be unreasonably withheld, subject to the following conditions:

(a) At the time of making such assignment, there is no default under any of the agreements, terms, covenants, and

conditions hereof on the part of the Tenant to be performed.

(b) Landlord shall receive written notice of such assignment and the effective date thereof within ten days after the execution and delivery of such assignment.

(c) Such assignment shall be in writing, duly executed and acknowledged by Tenant as Assignor and by the Assignee in proper form for recording.

(d) Each assignment shall include the then unexpired balance of the term of this lease, and shall provide for the Assignee's assumption of the performance of the agreements, terms, covenants and conditions on Tenant's part to be performed hereunder to the end of the term of this lease.

(e) A duplicate original of such assignment shall be delivered to Landlord within ten days after the execution and delivery hereof.

(f) No assignment of this lease shall release or discharge, in whole or in part Tenant's liability (nor the liability of any Assignee who shall itself make an assignment hereof) for the full performance of the agreements, terms, covenants, and conditions of this lease

#### Section 20.2

The Tenant shall not sublet all or any part of the premises without the written consent of the Landlord.

#### Section 20.3

If all or any part of the leased premises be sublet or occupied by anybody other than Tenant, Landlord may, after default by the Tenant, collect rent from any and all subtenants or occupants, and apply the net amount collected to the net rent

and additional rent reserved herein, but no such collection shall be deemed a waiver of any agreement, term, covenant, or condition hereof nor the acceptance by Landlord of any subtenant or occupant as tenant. Tenant shall not, without Landlord's prior written consent, collect more than one month's advance rent from any subtenant.

#### Section 20.4

The Landlord shall have the right, without selling its fee interest in the leased property or assigning its interest in this lease, to assign from time to time the rents at any time payable hereunder to persons, firms, corporations, trusts, or other entities designated by the Landlord in a written notice to the Tenant, and in any such case the Tenant shall pay the rents, subject to the terms of this lease, to the Landlord's designee at the address mentioned in any such notice for the period covered by such assignment.

#### ARTICLE 21. ESTOPPEL CERTIFICATE.

Section 21.1 Tenant agrees, at any time and from time to time, upon not less than ten (10) days prior request by Landlord or the holder or holders of any mortgage to which this Lease is or shall be subordinate, to execute, acknowledge, and deliver to Landlord, its designee; specified in such request, or such mortgagee a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and the dates to which the Fixed Annual Rent and other charges have been paid in advance, if any, and stating whether or not to the best knowledge of the Tenant there is any existing default under this Lease on the part of either party and, if so,

specifying each such default and as to any other matters as may reasonably be requested, it being intended that any such statement delivered pursuant to this Section may be relied upon by Landlord, its designee, any prospective purchaser or mortgagee of the Demised Premises as well as assignees of any of the above. In addition to the items specified in the preceding sentence Tenant agrees to furnish, in the manner specified therein, certified financial statements including without limitation a profit and loss statement by recognized auditors, if, as, and when required by Landlord in connection with any financing, refinancing, or execution of any ground or underlying lease(s) or assignment(s) and transfer thereof concerning or affecting all or any part of the Demised Premises.

#### ARTICLE 22. INVALIDITY OF PARTICULAR PROVISIONS.

Section 22.1 If any term or provision of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

#### ARTICLE 23. SUBORDINATION

This lease is subject and subordinate to all ground or underlying leases and to all mortgages which may now or hereafter affect such leases or the real property of which the demised premises are a part and to all renewals, modifications, consolidations, replacements and extensions of any such underlying leases and mortgages. This clause shall be self-operative

and no further instrument of subordination shall be required by any ground or underlying lessee or by any mortgagee, affecting any lease or the real property of which the demised premises are a part. In confirmation of such subordination, Tenant shall execute promptly any certificate that Landlord may request.

ARTICLE 24. ARBITRATION

Section 24.1 In such cases where this Lease provides for the settlement of a dispute by arbitration, such arbitration shall be by the American Arbitration Association in the State of New Jersey, in accordance with the commercial rules then obtaining said Association, and a judgment upon the award may be entered in any court, Federal or State, having jurisdiction thereof.

ARTICLE 25. FAILURE TO GIVE POSSESSION

Section 25.1 If Landlord is unable to give possession of the demised premises on the date of the commencement of the term hereof because of the holding-over or retention of possession of any tenant, undertenant or occupants, or for any other reason, Landlord shall not be subject to any liability for failure to give possession on said date and the validity of the Lease shall not be impaired under such circumstances. However (and provided that the Tenant is not responsible for the inability to give possession) the commencement date of this Lease shall be extended to the date that Landlord is able to give possession to the Tenant and the termination date shall be eight (8) years from such date. If permission is given to Tenant to enter into the possession of the demised premises or to occupy premises other than the demised premises prior to the date specified as the commencement of the term of this Lease, Tenant covenants and agrees that such occupancy shall be deemed to be under all the terms, covenants, conditions and provisions of this Lease, except as to the covenant to pay rent.

ARTICLE 26. NOTICES, ETC.

Section 26.1 All notices, consents, demands, approvals and requests which are required or desired to be given by either party to the other shall in writing and shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at its address set forth in this Lease, or at such other place as it may from time to time designate by a written notice to the other party in the manner herein provided. Notices, approvals, consents, demands and requests which are served upon Landlord or Tenant in the manner aforesaid, shall be deemed to have been given or served for all purposes hereunder on the business day next following the date on which such notice, consent, demand, or request shall have been mailed as aforesaid.

ARTICLE 27. INDEX, CAPTIONS AND MARGINAL NOTES.

Section 27.1 The index, captions and marginal notes of this Lease are for convenience and reference only, and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

ARTICLE 28. ENTIRE AGREEMENT.

Section 28.1 This instrument constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth herein.

ARTICLE 29. PROVISIONS BINDING.

Section 29.1 The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors and, except as otherwise provided in this Lease, their assigns.

IN WITNESS WHEREOF, the parties hereto have signed the  
within Rider hereto, as of the day and year first above written.

SIGNED, SEALED & DELIVERED  
In the Presence of:

Rhodes E. Becker

BECKER-KENDALL COMPANY

BY: Herman Becker (L.S.)  
HERMAN BECKER, Partner

META-LITE, INC.

BY: Carl Coppola (L.S.)  
CARL COPPOLA

Salvatore Arena (L.S.)  
SALVADORE ARENA

STATE OF NEW JERSEY)

COUNTY OF ) :SS

BE IT REMEMBERED, that on , 1978,  
before me, the subscriber,

, personally appeared  
who, being by me duly sworn on his oath,  
deposes and makes proof to my satisfaction, that he is the  
Secretary of Meta-Lite, Inc., the Corporation named in the within  
Instrument; that is the President  
of said Corporation; that the execution as well as the making  
of this Instrument, has been duly authorized by a proper resolution  
of the Board of Directors of the said Corporation; that deponent  
well knows the corporate seal of the said Corporation; and that  
the seal affixed to said Instrument is the proper corporate seal  
and was thereto affixed and said Instrument signed and delivered  
by said President as and for the voluntary act and deed of said  
Corporation, in presence of deponent, who thereupon subscribed  
name thereto as attesting witness.

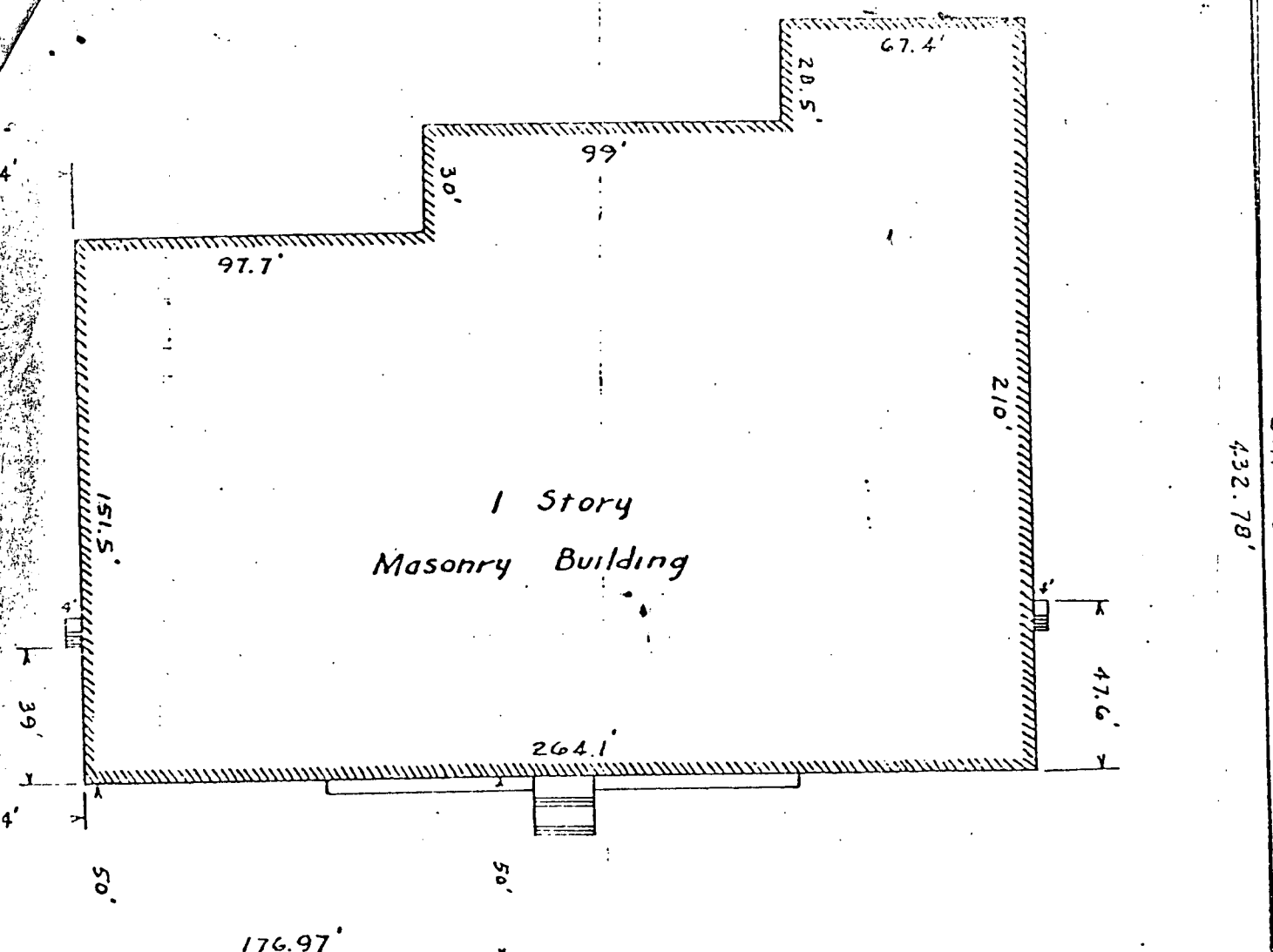
Sworn to and Subscribed

before me this day

of , 1978.

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Secy.





S 41°-05' E  
432.78'

276.43'

51.08'  
S 49°-35' W

S 40°-25' E  
303.13'

EASEMENT OF INGRESS +  
EGRESS IF NOT DEDICATED WITH  
TENANT TO PAY PROPORTIONATE  
MAINTENANCE  
N 40°-25' W 325.81'

40.91'  
R 65'  
46'  
S 59°-50' W  
20.88'  
R 15'

*[Handwritten signatures]*

SCHEDULE A

COPY

RIDER TO LEASE AGREEMENT BY AND BETWEEN  
BECKER-KENDALL COMPANY, LANDLORD, AND  
META-LITE, INC., TENANT, DATED NOVEMBER  
, 1978.

1. All real property taxes and assessments shall be paid by Tenant by paying to Landlord, along with the aforementioned monthly rental on or before the first day of each and every month during the term of this Lease, the monthly pro-rata share of all said real property tax and assessment bill of the applicable governmental taxing authority.

2. Tenant may, at its sole cost and expense, contest the amount or validity of any such taxes or assessments by appropriate proceeding.

3. In addition, Tenant shall promptly pay all charges for utilities, including but not necessarily limited to gas, electricity, lighting, heat or power, telephone or other communications service used, rendered or supplied upon or in connection with the demised premises throughout the term of this Lease and any extensions thereof, and to indemnify the Landlord and save it harmless against any liability or damages on such accounts.

4. This Lease Agreement is subject to Tenant's obtaining, at its sole cost and expense, the necessary Certificate of Occupancy for the subject premises for the purposes set forth hereinabove. Tenant shall promptly and diligently make the necessary application therefor and take such steps as are reasonably necessary to obtain said Certificate of Occupancy.

4A. It is understood and agreed that this Lease Agreement shall be governed by the laws of the State of New Jersey.

5. The parties represent to each other that no real estate or other broker brought about this transaction or participated in any way or manner therein. Each party agrees to indemnify and hold the other harmless for any claims for broker's commissions or any state of facts inconsistent with their respective representations.

6. Tenant shall pay the following annual rental during the lease term:

- (a) from November 1, 1980 to October 31, 1982  
at \$1.95 per square foot
- (b) from November 1, 1982 to October 31, 1984  
at \$2.05 per square foot
- (c) from November 1, 1984 to October 31, 1986  
at \$2.15 per square foot

All of the said rentals shall be paid in advance of the first day of each and every monthly period during the lease term.

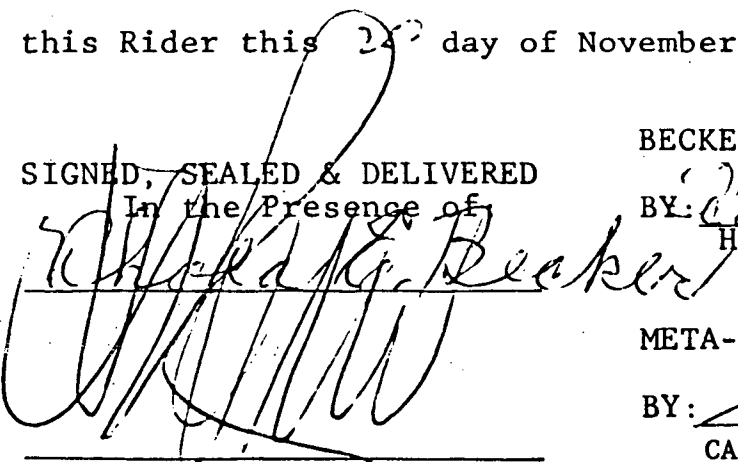
7. As further additional rent, Tenant shall pay to Landlord a sum equal to 1/12 of the annual insurance premiums for all insurance required under this Lease Agreement. Landlord shall thereupon maintain all insurance policies utilizing said escrow paid by the Tenant on account of said insurance.

8. It is further understood and agreed that the Tenant hereunder is accepting the demised premises, subject to the rights of any and all subtenants of the said demised premises.


IN WITNESS WHEREOF, the parties hereto have signed this Rider this 24<sup>th</sup> day of November, 1978.

SIGNED, SEALED & DELIVERED

In the Presence of




BECKER-KENDALL COMPANY

BY:  (L.S.)  
HERMAN BECKER, Partner

META-LITE, INC.

BY:  (L.S.)  
CARL COPPOLA

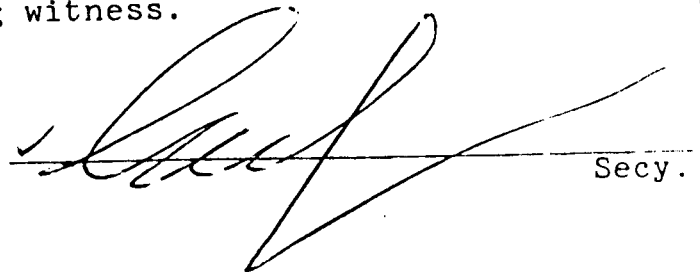
BY:  (L.S.)  
SALVATORE ARENA

STATE OF NEW JERSEY)  
COUNTY OF ) :SS

BE IT REMEMBERED, that on *NOVEMBER 20*, 1978,  
before me, the subscriber, *Maria Schittulli*  
, personally appeared

*CARL COPPOLA* who, being by me duly sworn on his oath,  
deposes and makes proof to my satisfaction, that he is the  
Secretary of Meta-Lite, Inc., the Corporation named in the within  
Instrument; that *SALVATORE J. ARENA* is the President  
of said Corporation; that the execution as well as the making  
of this Instrument, has been duly authorized by a proper resolution  
of the Board of Directors of the said Corporation; that deponent  
well knows the corporate seal of the said Corporation; and that  
the seal affixed to said Instrument is the proper corporate seal  
and was thereto affixed and said Instrument signed and delivered  
by said President as and for the voluntary act and deed of said  
Corporation, in presence of deponent, who thereupon subscribed  
name thereto as attesting witness.

Sworn to and Subscribed  
before me this *30* day  
of *November*, 1978.

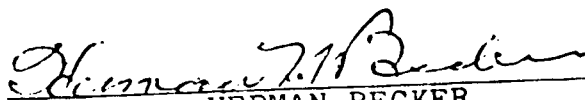
  
Secy.

*Maria Schittulli*

Sworn to and subscribed before me  
on this *30th* day of *Nov.* 1978  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 31, 1982

STATE OF FLORIDA     )  
                              :  
COUNTY OF DADE     )

BE IT REMEMBERED, that on \_\_\_\_\_, 1978,  
before me, the subscribed, an Attorney-at-Law of the State of  
New Jersey, personally appeared HERMAN BECKER, who, I am satisfied,  
is, in behalf of Becker-Kendall Company, a Partnership, the within  
Instrument, and thereupon has acknowledged that he signed,  
sealed and delivered the same as his act and deed, for the uses  
and purposes therein expressed.

  
HERMAN BECKER

Sworn to and Subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1978.

\_\_\_\_\_  
Notary Public of the  
State of Florida